

NEFAB GENERAL CONDITIONS OF SALE OF GOODS AND SERVICES (THE “GENERAL CONDITIONS”)**耐帆产品和服务销售通用条款 (“通用条款”)**

Valid from 2020-10-01

2020年10月01日起生效

Definitions**定义**

In these General Conditions, the following terms shall have the meaning set forth below.

在本通用条款中，下列术语应具有以下含义：

“**Buyer**” means any person who has entered into a Contract with the Seller for purchase and supply of Deliverables.

“**买方**”是指与卖方订立合同以购买和提供可交付成果的人。

“**Contract**” means an agreement entered into by the Buyer and the Seller for sale and supply of Deliverables, including the Seller’s order confirmation, these General Conditions, any agreed specifications or any other agreement made in writing by the parties in relation to the Deliverables.

“**合同**”是指买卖双方订立的买卖可交付物的协议，包括卖方的订单确认书，本通用条款，双方就可交付成果达成的商定规格或其他书面协议。

“**Deliverables**” shall mean the Goods and/or the Services, as applicable.

“**可交付成果**”是指适用的商品和/或服务。

“**Goods**” shall mean the goods sold and delivered by the Seller to the Buyer under the Contract.

“**货物**”是指卖方根据合同出售和交付给买方的货物。

“**Seller**” shall mean Nefab AB and/or any of its affiliates.

“**卖方**”是指Nefab AB和/或其关联公司。

“**Services**” means packing, storage and other logistic services as well as any other services agreed between the parties to be sold and provided by the Seller to the Buyer under the Contract.

“**服务**”是指包装，仓储和其他物流服务，以及双方之间同意由卖方根据合同出售和提供给买方的其他服务。

APPLICABILITY**适用范围**

1. These General Conditions shall apply on all sales and supplies of Deliverables by the Seller to the Buyer. Deviations from these General Conditions shall not apply unless agreed specifically in writing by authorized representative of the Seller.

1. 本通用条款适用于卖方向买方进行的所有可交付的销售和供应。除非经卖方授权代表书面同意，否则与本通用条款的差异均不适用。

ORDERS**订单**

2. No Contract shall be considered as entered into until an order confirmation has been provided from the Seller to the Buyer. If the Buyer does not accept the order confirmation it must immediately notify the Seller thereof in writing. If no such notification is given by the Buyer within two (2) business days, the Buyer is bound by the price and other conditions contained in the Seller’s order confirmation.

2. 在卖方未向买方提供订单确认之前，不得认为已订立合同。如果买方不接受订单确认书，则必须立即以书面形式通知卖方。如果买方在两（2）个工作日内未发出此类通知，则买方将受卖方订单中包含的价格和其他条件的约束。

3. Orders by the Buyer for Deliverables may not be subject to cancellations or changes without the Seller’s written consent. The Seller reserves the right to charge the Buyer for any costs and expenses incurred in relation to cancellations or changes of orders requested by the Buyer.

3. 未经卖方书面同意，买方订单不能取消或更改。卖方保留向买方收取因买方要求取消或更改订单产生的任何费用和支出的权利。

DELIVERY OF GOODS**货物交付**

4. The Buyer shall with due care make a customary inspection of the Goods upon delivery and notify the Seller in writing of any defects or shortcomings immediately and in no case later than five (5) business days after the delivery of the Goods. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller of defects or shortcomings, which should reasonably have been discovered through customary inspection, in writing and within the above time limits, it loses its right to make any claim towards the Seller in respect of the defects or shortcomings.

4. 买方应在交货后进行常规检查，并将缺陷或不足之处以书面形式通知卖方，并且在任何情况下都不得迟于商品交付后的五（5）个工作日。该通知应包括缺陷的具体描述。如果买方未能在上述期限内以合理方式将通过常规检查发现的缺陷或不足之处书面通知卖方，将失去就缺陷及不足之处向卖方提出索赔的权利。

5. Where a delivery term has been agreed in the Contract in relation to delivery of Goods, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery term shall be FCA (defined INCOTERMS 2020, as amended) to the place specified in the Seller’s order confirmation.

5. 如果合同中约定了货物交付条款，则应根据合同订立时有效的贸易条款对其进行解释。如果未明确约定任何贸易条款，则交货条款应为FCA（即“货交承运人”，由修订过的《国际贸易术语解释通则2020》定义）将货物发到卖方订单中指定的地点。

6. Unless otherwise agreed in writing, the lead time stated in the Contract for delivery of Goods shall be taken as commencing on the date of the Contract.

The date of delivery shall be taken as the date on which the Goods, according to the agreed delivery term, are to be regarded as handed over.

6. 除非另有书面约定，否则合同中规定的交货时间应从合同签订之日起算。

交货期应视为按照约定的交货条款将货物移交的日期。

TRANSPORTATION AGREEMENTS**运输协议**

7. These General Conditions apply to all transportation agreements which the Seller concludes with the Buyer. All

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activities and agreements including transport are, if applicable, subject to the following, (i) for international transport by road, Convention on the Contract for the International Carriage of Goods by Road (CMR), (ii) for international transport by air, International Convention for the Unification of Certain Rules relating to International Carriage by Air (Warsaw Convention), (iii) for international transport on rail, Convention Concerning International Carriage by Rail (COTIF), and (iv) for international transport on sea, United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (UNCITRAL).

7. 这些通用条款适用于买方与卖方订立的一切运输协议。所有活动和协议，包括运输，均应适用于以下条件，(i) 国际公路运输，《国际公路货物运输合同公约》(CMR)，(ii) 国际航空运输，《统一国际航空运输某些规则的国际公约》(《华沙公约》)，(iii) 国际铁路运输，《国际铁路运输公约》(COTIF) 和 (iv) 国际海上运输，《联合国全程或部分海上国际货物运输合同公约》(UNCITRAL)。

TOOLING AND EQUIPMENT**工具和设备**

8. All the tooling and equipment used to manufacture the Goods that the Buyer has paid for separately, or that the Buyer has provided the Seller with are, and shall remain, the Buyer's sole property. The Seller shall label these items so that it is evident that they belong to the Buyer and keep a record of all tooling and equipment in its possession.

8. 买方额外购买的，或买方提供给卖方用于产品生产的所有工具和设备均为买方的财产，卖方应将其保留。卖方应为这些工具和设备贴上标签，以显示此类工具和设备属于买方，并将其登记在案。

9. The Seller agrees to carry out regular maintenance at its own cost in respect of the tooling and equipment paid for or provided by the Buyer so to ensure that they are kept in proper condition and to inform the Buyer promptly of any unexpected matters relating to such tooling or equipment. Buyer shall, in respect of such tooling and equipment, be responsible for adherence to industry safety legislation, to any occupational safety regulations, and to the functionality of the tooling and equipment. The Seller shall, however, inform the Buyer if the tooling and equipment need to be altered or repaired to adhere to such regulations. Repairs and replacements of parts in the tooling and equipment, including but not exclusively, due to fair wear and tear, and for the adherence to said regulations shall be paid for by the Buyer, even if such repairs and replacements take place in connection with or as a result of regular maintenance. Such repairs, replacements and/or alterations shall be separately agreed.

9. 卖方同意对由买方购买或提供的工具和设备进行定期维护，并承担相应的费用，以确保这些工具和设备的正常使用。此外，如有意外情况，卖方将及时通知买方。对于这些工具和设备，买方应负责遵守行业安全法规、职业安全法规，以及工具和设备的功能。卖方应通知买方是否需要更换或修理这些工具和设备，以符合规定。修理、更换这些工具和设备的零件，包括但不限于，由于合理的磨损而产生的维修，并且为遵守上述规定，买方应承担相应费用，即使此类修理和更换是/或由于定期维护产生的。此类维修、更换和/或变更应另行协商。

10. The Seller agrees to keep such tooling and equipment for a period of six (6) months from the Buyer's last Order requiring such tooling and equipment to be utilized. The Buyer shall arrange for pick-up of such tooling and equipment, at its own expense, or pay to the Seller reasonable storage fees from the date when the aforementioned six (6) month period has passed for as long as the Seller has such tooling and equipment in its custody or a new Order (which is not insignificant) has been placed and for which such tooling and equipment can be utilized, whichever is earlier. If the Buyer opts not to, or remains silent regarding, pick-up of the tooling and equipment or does not pay for storage, the Buyer accepts that title to tooling and the equipment is automatically transferred to the Seller and that the Seller may scrap the tooling and equipment at its own discretion at Buyer's cost. Such title transfer will occur one (1) year from the date when the last Order utilizing the tooling and equipment was placed by the Buyer.

10. 卖方同意自上一个订单要求使用这些工具和设备起，将其保留六(6)个月。买方应自费安排这些工具和设备的提货，或自上述六(6)个月期限届满之日起，若卖方依旧被要求保管这些工具和设备，或者下达新的订单(并非无关紧要)要求继续使用这些工具和设备(以较早者为准)卖方应支付合理的仓储费用。若买方选择不提货或对这些工具和设备不予处理，或者不支付存储费用，则买方默认将这些工具和设备自动转让给卖方，并且，卖方可自行处理这些工具和设备，处理产生的费用由买方承担。自买方上一个订单使用这些工具和设备的订单发出之日起满一(1)年，将进行该所有权的转让。

PROVISION OF SERVICES**提供服务**

11. The Seller undertakes to provide the Services specified in the Contract during the service term and pursuant to the other terms and conditions set forth in the Contract.

11. 卖方承诺在服务期限内按照合同中规定的条款和条件提供服务。

12. In case the Services include storage of property of the Buyer on the Seller's premises to which the Buyer shall have access, the Buyer is not entitled to make any modifications to the facilities of the Seller. The Buyer shall, upon the request of the Seller and in connection with the entering into of the Contract, conduct a walkthrough of the relevant facilities to document the conditions thereof. At the expiration of the service term, the Buyer is liable to restore the facilities to such conditions.

12. 如果服务包括买方有权在可访问的卖方场所内存储财产，买方无权对卖方场所内的设施进行任何修改。买方应按照卖方要求和合同约定对有关设施进行检验以记录其状况。服务期限届满时，买方有责任将便利设施恢复到原有状态。

13. In case the Services includes quality inspections of the Buyer's goods, the Seller shall, solely be liable to (i) conduct a general ocular inspection of the relevant goods; and (ii) report such defects or shortcomings which are clearly visible or easily observable by the Seller to the Buyer.

13. 如果服务包括对买方商品的质量检验，则卖方应独自承担以下责任：(i) 对相关商品进行一般的目视检验；(ii) 向买方报告卖方明显可见或容易发现的缺陷或缺点。

14. Such employees, representatives, agents, contractors etc. of the Buyer, as agreed in writing with the Seller at least one business day prior to the visit, ("Permitted Visitors") will during

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normal business hours of the Seller be permitted access to relevant facilities on the Seller's premises in relation to the provision of the Services. The Buyer shall procure that the Permitted Visitors undertake to at all times comply with the Seller's instructions.

14. 买方的雇员，代表，代理商，承包商等，在访问前至少一个工作日与卖方达成书面协议（以下简称“准入访客”），将被允许在卖方正常工作时间内访问与卖方场所中提供服务的设施。买方应确保准许访客承诺始终遵守卖方的指示。

15. In case Services are to be provided by the Seller at the Buyer's or a third party's premises, such employees, representatives, agents, contractors etc. of the Seller, as notified to the Buyer, shall be permitted access at the agreed time and place to relevant facilities at the Buyer's or third party's premises for the purpose of providing the Services. The Buyer is responsible for securing that such premises fulfill the requirements necessary for the provisions of the Services and otherwise comply with all applicable laws and regulations, including but not limited to work environment. Delay in providing the necessary requirements from the Buyer will be subject to reasonable compensation to the Seller.

15. 如果卖方要在买方或第三方的场所提供服务，已通知买方的卖方雇员，代表，代理商，承包商等应被允许在约定的时间和地点访问买方或第三方场所的相关设施，以提供服务。买方有责任确保此类场所满足服务条款所必需的要求，并遵守所有适用的法律和法规，包括但不限于工作环境。如果买方延迟提供必要的要求，卖方将得到合理的赔偿。

16. All right, title and interest in any of the Buyer's goods to be packed, shipped, handled, stored etc. by the Seller as part of the Services shall remain with the Buyer and any and all risk, including but not limited to loss or damage, in relation to such property shall remain solely with the Buyer.

16. 由卖方包装、运输、处理、存储的买方商品其所有权和权益应归买方所有，并且与此类财产有关的所有风险，包括但不限于损失或损坏，应完全由买方承担。

17. The Buyer shall in relation to any property handled by the Seller as part of the Services maintain full insurance adequate to cover any such property on an “open peril” or “all risk” basis under a policy that grants a waiver of any insurers subrogation rights in relation to the Seller. Permitted Visitors should be covered by the Buyer's insurance coverage for all reasonable events or circumstances that could occur whilst at the Seller's facilities. The Seller may at any time request that the Buyer shall provide the Seller copies of its or relevant Permitted Visitors' certificates of insurance.

17. 买方应就卖方服务相关的任何财产投保以“未列明风险”或“一切风险”为基础承保此类财产的足额保险，根据保单，保险人放弃与卖方有关的代位求偿权。对于在卖方设施内可能发生的所有合理事件或情况，准入访客应受买方保险的保障。卖方可以随时要求买方向卖方提供其或相关的“允许访客”的保险证书的副本。

18. Following the expiration or termination of the service term (i) the Seller shall have no obligations towards the Buyer in relation to the provided Services, including property of the Buyer on the Seller's premises (except in case of breach of the Contract by the Seller); (ii) the Seller may charge the Buyer current market price for storage (as reasonably determined by the Seller) for any property or goods of the Buyer that remains on the Seller's

premises; and (iii) either party may, at its own discretion, return to the Buyer, at the Buyer's costs and risk, the property or goods of the Buyer remaining at the Seller's premises.

18. 服务期限届满或终止后 (i) 对于所提供的服务，卖方不再任何义务，包括买方在卖方场所内的财产（卖方违反合同的情况除外）；(ii) 卖方可以以当前市场价格就保存在卖方场地内的买方财产或货物向买方收取仓储费（由卖方合理确定）；(iii) 任一方均可自行决定将留在卖方场地内的买方财产或货物交还买方，费用和 risk 由买方承担。

19. Subject to clause 42, in case the Seller fails to carry out the Services in accordance with the Contract and does not remedy such failure within thirty (30) business days following the Buyer's written notice to the Seller specifying the failure in reasonable detail, the Seller undertakes, as exclusive and only remedy, to compensate the Buyer for direct damages it has suffered due to the failure, provided that the failure is not solely of a minor significance to the Buyer.

19. 根据第42条的规定，如果卖方未能按照合同约定提供服务，并且在买方向卖方发出书面通知（详细说明该违约行为）后三十（30）个工作日内未对该违约行为进行补救，则卖方承诺，作为唯一的补救措施，向买方赔偿由于不履行而遭受的直接损害，但前提是该违约对买方不具有重大意义。

20. For the avoidance of doubt, the Seller has no liability for failure in providing the Services (including delay in delivery) to the extent the failure is directly or indirectly attributable to the Buyer (including its employees and representatives) or any third party engaged by the Buyer.

20. 为免生疑问，如果未能提供服务（包括延迟交付）是由买方（包括其雇员和代表）或买方雇佣的任何第三方直接或间接造成的，卖方不承担任何责任。

21. The Buyer agrees to defend, indemnify and hold harmless the Seller and its employees and representatives from and against any and all claims, loss, damage, cost or expense resulting from breach of or other non-compliance with applicable rules and regulations, the Seller's instructions in relation to Deliverables, or the general misuse of any Deliverables, including but not limited to, death, personal injury, bodily injury and damage to property and the environment.

21. 买方同意其会通过抗辩、赔偿和不承担责任的方式使卖方和卖方的员工及代表免于遭受因违反或其他不符合可适用的规则和规范、与交付的产品有关的卖方的指示，或一般性的误用任何交付的产品而导致的任何及全部的索赔，损失、损害、成本或费用，包括但不限于死亡、人身伤害、财产损失和环境破坏。

PRICE AND PAYMENT**价格和付款**

22. The applicable prices for the Deliverables are set forth in the Contract. All prices are net taxes, VAT, customs duties and other similar levies or costs, unless otherwise provided in the agreed delivery term or set forth in the Contract.

22. 增值税，关税和其他类似的征费或费用，除非在约定的交货条款或合同中另有规定，所有价格均为净税价。

23. Payment terms: 30 days net from the date of invoice.

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23. 付款条件：发票开出之日起30天内付清。

24. Delayed payment shall carry penalty interest with 2% per month on any outstanding amount. Any part payment shall first be deducted from the penalty interest due.

24. 逾期付款的，将对未支付款项收取每月2%的违约金。任何分期付款的，首先将违约金从中扣除。

25. If the Buyer fails to pay by the due date, the Seller may suspend further performance of its contractual obligations until full payment of all outstanding invoices are made.

25. 如果买方未能在到期日付款，卖方可暂停履行其合同义务，直至所有已开票金额全部付清为止。

If the Buyer has failed to pay the amount due within 60 days after the due date, the Seller may terminate the Contract by giving written notice to the Buyer. The Seller shall furthermore be entitled to full payment for the Deliverables even if it has not been delivered in full and, in addition, to interest on late payment as well as to claim compensation for all the losses suffered.

如果买方未能在到期日后60天内支付到期款项，卖方可以书面通知买方终止合同。此外，即使尚未全部交付，卖方仍有权获得全部价款，卖方有权获得逾期付款的利息，并有权要求赔偿所遭受的所有损失。

RETENTION OF TITLE**所有权保留**

26. The Goods shall remain the property of the Seller until paid for in full, to the extent that such retention of title is legally valid.

26. 在买方支付全部货款之前，卖方保留货物完整所有权，该所有权保留在法律上是有效的。

INTELLECTUAL PROPERTY**知识产权**

27. The intellectual property entailed in or related to the Deliverables shall at all times be the property of the Seller. Consequently, nothing in the Contract shall be construed as transferring any intellectual property in connection with the sale and delivery of the Deliverables. Consequently, the intellectual property entailed in the goods or in the packaging solutions provided by the Seller will never form part of a Contract and will thus always remain the sole property of the Seller, unless so expressly agreed in each individual case and the Buyer has paid separately and specifically for the specific intellectual property.

27. 与交付物相关或交付物涉及的知识产权始终属于卖方的财产。因此，本合同中的任何行为都不应被解释为与交付物有关的知识产权的转让。因此，卖方提供的货物或包装解决方案所涉及的知识产权不属于合同的一部分，始终是卖方的财产，除非在个别情况下有明确约定，并且买方已就具体知识产权单独支付了费用。

DELAYED DELIVERY OF DELIVERABLES**延迟交付**

28. If the Seller finds that it will not be able to meet the agreed delivery date in relation to the delivery of Deliverables it shall notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.

28. 如果卖方发现其无法在约定的交货期限内交付货物，应以书面形式通知买方，并说明延迟的原因及其预计能够交付的日期。

29. Should a delivery or part-delivery of Deliverables be delayed because the Seller has materially neglected its obligations to begin work or to take other steps within such a time that it can effect delivery of the Deliverables by the due date, the Buyer shall be entitled to cancel the Contract upon giving written notice thereof to the Seller, although such cancellation may be resorted to only if the delay is of material significance to the Buyer and the Seller has realized or should have realized this.

29. 因为卖方故意或重大过失未能在合理时间开始工作或采取其他措施，导致货物延迟交付或部分延迟交付，则买方有权在向卖方发出书面通知后解除合同，尽管这种取消是只有在迟延对买方有重大意义且卖方已意识到或本应意识到这一点时才可以实施。

The Buyer may, regardless of the cause of the delay, not cancel a Contract if it has not objected to a prolonged delivery time upon receiving notice from the Seller in accordance with clause 28. If the Buyer has raised such objection, the Seller shall have reasonable time to deliver.

买方在收到卖方根据第28条发出的通知后，如买方未反对延长交货期，则不论延误的原因为何，买方均可不解除合同。如果买方提出异议，则卖方应在合理的时间交货。

30. If the Buyer does not take delivery of the Goods on the agreed delivery date, the Buyer is liable for every cost, loss and expense incurred by the Seller as if the Goods in question had been delivered. The Seller shall, if the Goods is still in the hands of the Seller, arrange for the Goods to be stored at the Buyer's risk and expense. The Seller may also, at its sole discretion, terminate the Contract and/or claim damages for cost, loss and expense suffered in relation hereto.

30. 如果买方未在约定的交货日期提货，即使为瑕疵产品也视同货物已经交付，买方应承担卖方所产生的一切成本、损失和费用。如果货物仍在卖方手中，卖方应安排储存货物，风险和费用由买方承担。卖方也可自行决定终止合同和/或要求赔偿与本合同有关的成本、损失和费用。

LIABILITY FOR DEFECTS IN THE GOODS**产品缺陷责任**

31. The Seller undertakes to deliver the Goods in the condition agreed to between the parties and free from faulty design, materials and workmanship in relation to the specifications of the Goods.

31. 卖方承诺按照双方约定的条件交付货物，且不存在与产品参数有关的设计、材料和工艺缺陷。

32. The Goods shall be regarded as defective if not in compliance with clause 31. In case of defective Goods, the Seller shall remedy the defect by way of (at the Seller's choice) either repairing or replacing the Goods at the Seller's own cost or by refunding the purchase price paid to the Seller for such defective Goods.

32. 货物如不符合第31条规定，应视为有缺陷。如果货物有缺陷，卖方应通过（由卖方选择）修理或更换货物或退还已支付给卖方的有缺陷货物的购买价款来补救缺陷。

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33. The Seller's liability for defects does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer, nor does it cover normal wear and tear or deterioration. Furthermore, the Seller's liability does not cover defects due to mishandling, overloading or otherwise attributable to the Buyer or third parties.

33. 卖方对缺陷产品的责任不包括风险转移到买方之后产生缺陷的情形，也不包括正常的磨损或变质。此外，因操作不当、超载或其他可归因于买方或第三方的原因造成的缺陷，卖方不承担责任。

34. The Seller's liability is limited to defects which appear within a period of three (3) months from the date of delivery of the Goods, unless the Goods is intended to be used within a shorter period of time in which case the liability is limited to defects which appear within the intended period of use.

34. 卖方仅对自货物交付之日起三（3）个月内出现的缺陷承担责任，如果货物计划在较短的时间内使用，这种情况下卖方仅对在更短的预期内出现的缺陷承担责任。

For parts of the Goods, which have been repaired or replaced under clause 32, the Seller shall have the same liability for defects as for the original Goods for a period of three (3) months. For other parts of the Goods, the liability period referred to in paragraph one shall be extended only by the period during which the Goods could not be used due to a defect for which the Seller is liable.

对于根据第32条修理或更换的货物的部分，卖方承担与原货物同样的缺陷责任，期限为3个月。对于其他部分的货物，第一款所述的责任期间仅延长因卖方原因导致产品存在缺陷而无法使用的期间。

Regardless of the provisions of clauses 32-38, the Seller shall have no liability for defects in any part of the Goods or any claim, cost, damage or expense related thereto for more than two (2) years from the original delivery date. In addition, the Seller shall have no liability what so ever for any defects in any Goods or any claim, cost, damage or expense related thereto (i) if Goods is used on multiple occasions and/or for multiple trips if such Goods is delivered as expendable packaging, (ii) if Goods in any way or part is used for or in transports which the Goods is not originally intended for, or (iii) the Goods in any other way is used in breach of the Buyer's instructions or for any other purpose than the Goods was originally delivered for.

无论第32-38条如何规定，卖方对所有货物缺陷责任或与之有关的任何索赔、损失、损害或费用，自原交货日期起超过两（2）年的，概不负责。此外，卖方对所有货物因下列情况存在的的产品缺陷或与之有关的任何索赔、损失、损害或费用不承担责任：(i) 以消耗性包装交付的货物被多次使用和/或多次运输，(ii) 如果货物全部或部分没有按照最初约定使用或者被运输，或 (iii) 货物用途违反买方指示或未按最初目的使用。

35. After receipt of a written notice under clause 4, the Seller shall remedy the defect without undue delay. The Seller shall bear the costs as specified in clauses 32-38. Remedial work shall be carried out at a location of the Seller's choice. If the Buyer gives such notice as referred to in clause 4, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for work and costs incurred as a result of the notice.

35. 卖方在收到第4条规定的书面通知后，应立即对产品缺陷进行补救。卖方应承担第32-38条规定的补救费用。补救工作应在卖方

选择的地点进行。如果买方按照第4条的规定发出了通知，但是卖方并没有发现应对其负责的缺陷，卖方有权要求买方就通知所引起的工作和费用予以赔偿。

36. If remedy of the defect in the Goods requires intervention in other equipment than the Goods, the Buyer shall be responsible for any work or costs caused thereby.

36. 如果对货物缺陷的补救措施需要介入货物以外的其他设备，则买方应承担由此引起的工作或费用。

37. All transports in connection with repair or replacement of Goods shall be at the Seller's risk and expense. The Buyer shall follow the Seller's instructions regarding how the transport shall be carried out.

37. 卖方应当承担货物修理或更换有关的运输风险和费用。买方应遵守卖方对如何进行运输发出的指示。

The Buyer shall bear the increase in costs for remedying a defect which the Seller incurs when the Goods are located elsewhere than at the destination stated in the Contract or – if no destination has been stated – the place of delivery.

如果货物位于合同约定地点以外的其他地方，或者没有指定交货地点，则买方应承担所造成的缺陷补救费用增加的部分。

38. If the Seller fails to fulfil its obligations under clause 35 within a reasonable time, the Buyer may by written notice require it to do so within a final time period. If the defect is substantial or if the defect is not remedied within the final time period, the Buyer may instead terminate the Contract by written notice to the Seller.

38. 如果卖方未能在合理时间内履行第35条规定的义务，则买方可以书面通知要求其在最后期限内履行义务。如果卖方对于缺陷无法弥补，或者在最后期限内仍无法弥补，则买方可以书面通知卖方终止合同。

39. The Seller shall have no liability for defects save as expressly set forth in clauses 32-38.

39. 除第32-38条明确规定外，卖方对其他缺陷不承担任何责任。

LIMITATION OF LIABILITY**责任范围**

40. The Seller shall have no liability for damage to property or physical persons caused by any Deliverable. If a third party lodges a claim for compensation against the Seller or the Buyer for loss or damage referred to in this clause, the other party shall forthwith be notified thereof in writing.

40. 卖方对交付物造成的他人财产或人身损害不承担责任。如果第三方向卖方或买方要求赔偿本条所述的损失或损害，则应立即书面通知另一方。

41. It is acknowledged and agreed that the representations and warranties set forth in these General Conditions in relation to the sale and supply of the Deliverables are exclusive and in lieu of all warranties of quality and performance, written, oral or implied, whether in contract tort, negligence, strict liability or otherwise. All other representations or warranties, including but not limited to any future performance warranties and any implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

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41. 双方承认并同意，本通用条款中关于销售和供应可交付物的陈述和保证是排他的，可以代替所有书面的、口头的或暗示的质量保证和性能保证，无论是合同侵权、过失、严格责任或其他原因。特此拒绝所有其他陈述或保证，包括但不限于将来的性能保证以及对适销性和针对特定目的适用性的任何暗示保证。

42. In no event shall the Seller be liable for any consequential or indirect damages, including, but not limited to, costs for third parties (e.g. end customers), loss of profit, loss of goodwill, cost of capital and costs incurred in connection with substitute sources of supply. Furthermore, in no event shall the aggregate liabilities of the Seller exceed the purchase price actually paid by the Buyer to the Seller with respect to the Deliverables in question.

42. 卖方在任何情况下均不对任何间接损失负责，包括但不限于第三方（例如最终客户）的费用、利润损失、商誉损失、资本成本以及与替代供应源有关的费用。此外，在任何情况下，卖方的损害赔偿总额都不应超过买方就有关交付物实际支付给卖方的购买价。

GROUND FOR RELIEF (FORCE MAJEURE)**不可抗力**

43. The following circumstances shall constitute grounds for relief if they impede the performance of the Contract or makes performance unreasonably onerous and could not reasonably be foreseen: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause.

43. 下列情形应当构成不可抗力，如果它们妨碍了合同的履行或者使履行合同变得不合理的繁重并且也不能被合理的预见：劳资纠纷和其他当事人无法控制的情况，例如火灾，战争，游行或同等范围的军事征招、征用、扣押、没收、贸易和货币限制、暴动、民众暴乱、交通限制、材料普遍短缺、电力供应不足以及分包商因受本条款所述情形影响造成的缺陷或交货延迟。

44. The party wishing to claim relief under clause 43 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

44. 希望根据第43条要求救济的一方应立即将无法履行的情况书面通知另一方。

If grounds for relief prevent the Buyer from fulfilling its obligations, the Buyer shall reimburse the expenses incurred by the Seller in securing and protecting the Goods.

由于出现不可抗力导致买方无法履行其义务的，则买方应补偿卖方为保护货物而产生的费用。

45. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than six months by reason of any grounds for relief as described in clause 43.

45. 尽管通用条款另有规定，但由于第43条所述的不可抗力导致合同的履行被延迟超过六个月的，则任何一方均有权发出书面通知告知另一方终止合同。

CONFIDENTIALITY**保密**

46. All information exchanged or otherwise transferred between the parties during the term of the Contract shall be treated as confidential, not be disclosed to any third parties and only used for the purposes of the Contract.

46. 双方在合同期限内所获得的信息均应视为机密，不得透露给任何第三方，且该信息仅适用于本合同所约定的目的。

DISPUTES, APPLICABLE LAW**争议及法律适用**

47. Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of Shanghai International Economic and Trade Arbitration Commission. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Shanghai, China. The language to be used in the arbitral proceedings shall be Chinese.

47. 由本通用条款和合同引起的争议、违约、终止或无效等，应当根据上海国际经济贸易仲裁委员会的仲裁规则通过仲裁解决。仲裁庭应由三名仲裁员组成。仲裁地点应为中国上海。仲裁程序中使用的语言为中文。

48. Chinese substantive law shall apply for these General Conditions and Contracts as well as any disputes relating to these. The contractual language is English and Chinese, if there are any conflicts or difference between the English and Chinese, the English shall prevail.

48. 中国实体法应适用于本通用条款和合同以及与此有关的其他争议。合同语言为英文和中文，如果在英文和中文的意义方面有冲突，以英文为准。

DATA PROTECTION**数据保护**

49. Data subject to data protection laws may be provided by the Buyer to the Seller and will in such case be processed by the Seller in order to manage the existing business relationship between the Buyer and the Seller, to provide the Deliverables and related products and services, and for administrative and marketing purposes. The Seller shall only process the data in accordance with applicable law. Upon written request, the Seller will correct any data that is incorrect, incomplete or misleading. The Seller will also, once per year and free of charge upon written request, give information on what personal data that is processed about the requesting registered company or person.

49. 为了管理买方与卖方之间的现有业务关系，以及提供交付物和相关产品和服务，并且为了行政和营销目的，受数据保护法律约束的数据可由买方提供给卖方，卖方将对数据予以处理。卖方应根据适用的法律处理数据。根据书面的要求，卖方将纠正不正确，

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不完整或有错误的的数据。卖方还将根据书面请求每年向买方免费提供一次处理过的有关申请注册公司或个人的数据信息。

50. Should the Seller under applicable law be considered as a personal data processor on behalf of the Buyer, the Seller undertakes to take appropriate technical and organizational measures to protect the data as required by applicable law.

50. 如果卖方根据适用法律被视为代表买方的个人数据处理者，则卖方应根据适用法律要求采取适当的技术和组织措施来保护相关数据。