

**General Terms and Conditions of Delivery of Pureon (Suzhou) Co., Ltd.** (Version 1.0, December 2024)

瑞迈迪新材料科技（苏州）有限公司一般交付条款和条件（第 1.0 版，2024年12月）

**1. Scope**

**范围**

- 1.1. All goods, services and offers of Pureon (Suzhou) Co., Ltd. as Seller, supplier or service provider (hereinafter only "Seller") are made exclusively on the basis of these General Terms and Conditions of Delivery (hereinafter "GTC"). These are an integral part of all Contracts that the Seller concludes with his contractual partners (hereinafter referred to as "Customer") for the delivery of goods or services offered by him. They shall also apply to all future deliveries of goods and services or offers to the Customer, even if they are not separately agreed again.

瑞迈迪新材料科技（苏州）有限公司（以下简称“卖方”）作为卖方、供应商或服务提供商所提供的全部货物、服务和要约，均以本《一般交付条款和条件》（以下简称“一般条款”）为唯一依据。本一般条款是卖方与其缔约伙伴（以下简称“客户”）就其提供的货物或服务的交付所签订的所有合同的组成部分。此外，本一般条款也同样适用于后续向客户交付的所有货物和服务或提供的所有要约，即使没有再次另行约定。

- 1.2. These GTC apply exclusively. General terms and conditions of the Customer shall not apply. The Seller expressly objects to the inclusion of the Customer's General Terms and Conditions. For the avoidance of doubt, this shall also apply if reference is made to the Customer's General Terms and Conditions in subsequent documents (e.g. an order placed by the Customer) and the Seller does not object to this reference again.

本一般条款排他适用。客户的一般条款和条件不适用。卖方明确反对纳入客户的一般条款和条件。为避免歧义，即使后续单据（例如客户下达的订单）中有提及客户的一般条款和条件，卖方也并未再次提出反对，上述排他规定仍然适用。

**2. Offer and conclusion of Contract**

**合同要约和签订**

- 2.1. All offers of the Seller are subject to change and non-binding. 卖方的所有要约均可更改且不具约束力。
- 2.2. The Customer's order of goods or services is considered a binding offer of a contract ("Offer"). 客户发出的货物或服务订单被视为具有约束力的合同要约（以下简称“要约”）。
- 2.3. Unless otherwise stated in the order, the Seller may accept Customer's purchase orders or commissions within 30 days of receipt. Seller accepts Customer's Offer in writing either by means of an order confirmation or by signing a corresponding statement of work (conclusion of "Contract"). 除非订单中另有规定，卖方可在收到客户的采购订单或委托书后 30 天内予以接受。卖方通过出具订单确认书或签署相应的工作说明书，以书面形式接受客户的要约（签订“合同”）。
- 2.4. The Contract between the Seller and the Customer shall be exclusively governed by these GTC. This Contract fully reflects all agreements between the contracting parties on the subject matter of the Contract. Verbal commitments made by the Seller prior to the conclusion of this Contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written Contract, unless otherwise agreed in writing.

卖方与客户之间的合同应受本一般条款排他管辖。该合同充分反映合同双方就合同标的达成的所有约定。卖方在合同签订前做出的口头承诺不具有法律约束力；书面合同取代合同双方的口头约定，除非另有书面约定。

- 2.5. Additions and amendments to the Contract must be made in writing to be effective. This also applies to any amendment to this written form clause.

对合同的补充和修改须采用书面形式方才有效。此规定同样适用于对本书面格式条款的任何修改。

- 2.6. Information provided by the Seller on the subject matter of the delivery of goods or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity.

卖方提供的有关货物或服务交付标的的信息（例如重量、尺寸、实用价值、承重能力、公差和技术数据）以及对该信息的表示（如图纸和图示）仅为预估值，除非出于对合同预期目的的可用性考虑需要完全一致。

- 2.7. The Seller reserves the right of ownership or copyright to all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without the express consent of the Seller. At the Seller's request, the Customer must return these items to the Seller in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a Contract. Excluded from this is the storage to fulfil mandatory legal retention obligations.

对于卖方提交的所有要约和成本估算以及向客户提供的图纸、图示、计算、手册、目录、模型、工具和其他文件和辅助工具，卖方保留相关所有权或著作权。未经卖方明确同意，客户不得向第三方提供或披露、自行使用、通过第三方使用或复制上述各项。在卖方提出要求时，如果客户在正常经营过程中不再需要上述各项，或是谈判并未促成合同的签订，客户必须将上述各项全部归还给卖方，并销毁全部副本。为履行强制性法定保留义务而进行的留存不受此规定限制。

**3. Prices and terms of payment**

**价格和支付方式**

- 3.1. All prices are net (exclusive statutory taxes) and apply to the scope of goods and/or services as agreed in the Contract. 所有价格均为净价（不含法定税费），适用于合同中约定的货物和/或服务范围。
- 3.2. Additional or special services will be charged separately. All prices include the cost of standard packaging only. If the Customer requests non-standard packaging (e.g. packaging for freeze protection or special packaging that meets the Customer's specifications), the Customer shall bear the actual costs incurred for this non-standard packaging and the Seller shall be entitled to charge its actual expenses to the Customer for this. 附加或特殊服务将另行收费。所有价格仅包含标准包装费用。如果客户要求非标准包装（例如防冻包装或符合客户规格的特殊包装），则客户应承担该非标准包装所产生的实际费用，卖方有权向客户收取其为此实际产生的支出。
- 3.3. If the agreed prices are based on the Seller's list prices and delivery is to take place more than four months after

conclusion of the Contract, the Seller's list prices (net) valid at the time of delivery shall apply.

如果约定价格是以卖方的价目表为基础，而交付时间为合同签订四个月之后，则应以交付时有效的卖方价目表（净价）为准。

- 3.4. If the net order value per order is less than CNY 1,500 Seller reserves the right to charge a small quantity surcharge, which Seller will invoice to the Customer in addition to the order value. The following small quantity surcharges (net) apply: CNY 1,500.

如果每份订单的订购净价低于人民币 1,500 元，卖方保留收取小额附加费的权利，该附加费将与订单价值合并向客户开具发票。适用的小额附加费（净额）如下：人民币 1,500 元。

- 3.5. Invoice amounts are to be paid within 30 days net without any deductions, unless otherwise agreed in writing.

发票金额应在 30 天内付清，不做任何抵扣，除非另有书面约定。

- 3.6. The Customer can make the payment only by bank transfer. 客户须通过银行转账付款。

- 3.7. Offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

只有当反诉无争议，或已通过法律途径确立，或是因争议交付所依据的订单而产生的，才允许对客户的反诉进行抵销或扣留反诉所涉及的应付款项。

#### 4. Delivery 交付

- 4.1. Dates for delivery of goods or provision of services communicated by the Seller are always only approximate, unless a fixed deadline or a fixed date has been expressly agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation, unless expressly stated otherwise by the Seller.

卖方告知的货物交付或服务提供日期始终仅为预估，除非已明确约定一个固定期限或固定日期。如果已约定装运，交付期和交付日期应指将货物移交给货运代理、承运人或其他受托运输的第三方的时间，除非卖方另有明确说明。

- 4.2. The Seller may demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period if the Customer does not fulfill its contractual obligations to the Seller. This shall not affect any rights of the Seller arising from default on the part of the Customer.

如果客户未履行其对卖方承担的合同义务，卖方可要求客户延长交付和履约期限，或推迟交付和履约日期，且不影响卖方因客户违约而享有的任何权利。

- 4.3. The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the Contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, war, riots, terror, official measures or the failure of suppliers of the Seller to deliver, to deliver correctly or on time despite a congruent hedging transaction concluded by the Seller) for which the Seller is not responsible. If such events make delivery or performance significantly more difficult or impossible for the

Seller and the hindrance is not only of a temporary nature, the Seller shall be entitled to withdraw from the Contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the Contract by immediate written declaration to the Seller.

对于因不可抗力或其他在合同签订时无法预见的且卖方无责的事件（例如任何形式的运营中断、材料或能源采购困难、运输延误、罢工、合法停工、劳动力、能源或原材料短缺、难以获得必要的官方许可、大流行病或传染病、战争、暴乱、恐怖活动、官方措施或卖方的供应商未能交货、未能正确交货或未能按时交货，尽管卖方已进行同等的对冲交易）而造成的无法交付或延迟交付，卖方不承担任何责任。如果该事件致使卖方的交付或履约更难以进行或无法进行，且这种阻碍并非暂时性的，卖方有权撤销合同。但如果上述阻碍只是暂时性的，交付或履约期限应予延长，或交付或履约日期应按照阻碍期加上合理的启动期予以推迟。如果由于此等延长或推迟而无法合理预期客户会接受交付或服务，客户可立即向卖方发出书面声明，撤销合同。

- 4.4. If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Seller's liability for damages shall be limited in accordance with the agreed limitation of liability.

如果卖方未履行交付或服务义务，或卖方无法交付或提供服务，无论出于何种原因，卖方须承担的损害赔偿责任应仅限于约定的责任限制范围。

- 4.5. In the event of Customer's default of acceptance, the Seller shall only be responsible for intent and gross negligence. The Customer shall bear the actual costs incurred for the return shipment as well as storage costs amounting to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. The assertion and proof of further or lower storage costs shall remain reserved.

如果客户未履行收货义务，则卖方仅对故意和重大过失承担责任。退货装运的实际费用及仓储费用应由客户承担，每过一周，按需存放之交付物的发票金额的 0.25% 计收仓储费。但主张仓储费用增加或降低及举证的权利不受影响。

- 4.6. The Seller shall subject the goods to an internal quality inspection before they leave the Seller's site. If the Customer requires further tests, these must be agreed separately in writing and paid for by the Customer.

卖方应在货物离开卖方现场前对货物进行内部质量检验。如果客户要求进一步检验，须以书面形式另行约定，且客户须支付相关费用。

#### 5. Transfer of risk 风险转移

- 5.1. Unless otherwise agreed in writing, deliveries shall be made in accordance with FCA Incoterms 2020 (Seller's dock).

除非另有书面约定，交付应按照 FCA Incoterms 2020（卖方码头）进行。

- 5.2. If shipment of the goods has been agreed and the Seller has not assumed responsibility for transportation, the risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or handover is delayed due to a circumstance for which the Customer is responsible, the risk shall pass to the Customer from the day on which the delivery item is ready for shipment and the Seller has notified the Customer of this.

- 如果双方就货物装运达成一致，且卖方不承担运输责任，则相关风险最迟应在交付货物移交（以装货流程开始为准）给货运代理、承运人或其他被指定进行装运的第三方时转移至客户。如果因客户原因导致装运或移交延迟，则相关风险应自交付货物准备好装运且卖方已通知客户之日起转移至客户。
- 5.3. Storage costs after the transfer of risk shall be borne by the Customer. In the case of storage by the Seller, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. Seller reserves the right to claim and prove further or lower storage costs. 风险转移后的仓储费用应由客户承担。如果由卖方负责保管，每过一周，按需存放之交付物的发票金额的 0.25% 计收仓储费。但卖方保留主张仓储费用增加或降低及举证的权利。
- 5.4. The delivery items shall only be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks during storage in accordance with the above clause at the express request of the Customer and at the Customer's sole expense.  
只有在客户明确提出要求时，卖方才须针对盗窃、破损、运输、火灾、水损及上述仓储期间其他可保风险，为交付物投保，费用由客户自行承担。
- 6. Warranty 保证**
- 6.1. The delivery items must be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer. Obvious damage, shortage or nonconformity to specifications ("Nonconformity") shall be deemed to have been approved by the Customer if the Seller does not receive a written notice of Nonconformity within seven working days of delivery. Regarding non-obvious Nonconformity, the delivery items shall be deemed to have been approved by the Customer if the Seller does not receive the notice of Nonconformity within seven working days of the time at which the Nonconformity became apparent. At the Seller's request, a rejected delivery item shall be returned to the Seller.  
交付物交付给客户或客户指定的第三方后，必须立即对交付物进行仔细检查。如果卖方在交付后七个工作日内未收到有关交付物明显损坏、短缺或不符合规格（以下简称“不合格”）的书面通知，则应视为客户已认可。对于非明显的合格情况，如果卖方在不合格情况显现后七个工作日内未收到不合格通知，则应视为客户已认可交付物。在卖方提出要求时，应将拒收的交付物退还给卖方。
- 6.2. The warranty period is one (1) year from date of delivery or, if acceptance is required, from date of acceptance.  
质保期为一年（1）年，自交付之日起算；如果需要验收，则自验收之日起算。
- 6.3. In the event that the delivery item does not conform to Seller's specifications, the Seller shall within the scope of warranty initially be obliged and entitled to rectify the nonconformity or make a replacement delivery at its discretion within a reasonable period of time.  
如果交付物不符合卖方的规格，卖方有义务和权利在质保范围内，且在合理期限内对不合格情况进行整改或更换交付物，视卖方选择而定。
- 6.4. The Customer shall get approval from the Seller in any case in advance before returning the delivery item to the Seller.  
无论在任何情况下，客户在将交付物退还给卖方之前，应事先征得卖方的同意。
- 6.5. The warranty is void if the Customer modifies the delivery item and this makes it impossible or unreasonably difficult to remedy the nonconformity. The warranty shall also be void if the Customer stores the delivery items incorrectly.
- 6.6. In the event of differences of opinion of conformity respectively nonconformity of delivery items, the procedure, measuring instruments and methodology used by the Seller shall be used as the basis for the assessment of conformity respectively nonconformity. This procedure is state of the art for this purpose.  
如果双方对交付物是否合格有异议，则应以卖方使用的程序、测量仪器和方法作为评估是否合格的依据。该程序是目前用于此用途最先进的程序。
- 6.7. SUBJECT TO THE APPLICABLE MANDATORY LAW, THE EXPRESS WARRANTY GRANTED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY THE SELLER.  
**在不违反适用强制性法律的前提下，上文作出的明示保证取代所有其他明示或默示保证，包括但不限于对特定用途的适用性、适销性或未侵犯知识产权的任何默示保证。卖方特此明确否认所有其他保证。**
- 7. Property rights 财产权**
- 7.1. Each party shall immediately notify the other party in writing if claims are asserted against it due to the infringement of third party rights.  
如果一方因侵犯第三方权利而被索赔，应立即书面通知另一方。
- 7.2. If the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at his discretion and at his expense, modify or replace the delivery item in such a way that the rights of third parties are no longer infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If the Seller fails in doing so within a reasonable period of time, the Customer is entitled to withdraw from the Contract or to reduce the price appropriately. Any claims for damages on the part of the Customer shall be subject to the applicable limitation of liability.  
如果交付物侵犯第三方的工业产权或著作权，卖方应自行决定自费改造或更换交付物，使其不再侵犯第三方权利，但交付物须仍然能实现合同约定的功能，或通过第三方签订许可协议，为客户取得使用权。如果卖方未能在合理期限内采取上述行动，客户有权撤销合同或适当降低价格。但客户提出的任何损害赔偿要求应受限于适用的责任限制范围。
- 8. Limitation of Liability 责任限制**
- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS GTC OR ANY CONTRACT BETWEEN THE PARTIES, THE SELLER SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SALE OF ANY PRODUCTS OR SERVICES BY THE SELLER OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON



因本一般条款及根据本一般条款签订的相关合同引起的或与之相关的所有争议，应由卖方（作为相关合同的一方）注册地址所在地的法院专属管辖。

- 10.2. These GTC and all claims and rights arising out of or in connection with these GTC and the respective Contract shall be exclusively governed by and construed and enforced in accordance with the laws of the People's Republic of China. The application of international private law and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is excluded.

本一般条款以及因本一般条款和相关合同引起的或与之相关的所有主张和权利，应受中华人民共和国法律排他管辖，并根据中华人民共和国法律予以解释和执行。国际私法和《联合国国际货物销售合同公约》（CISG）不适用。

- 10.3. Should any provision of the Contract or these GTC be or become invalid, unenforceable or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. The parties undertake to replace such a provision with a provision that comes closest in legal terms to what the parties would have agreed in accordance with the meaning and purpose of the Contract or these GTC if they had recognized the invalidity of the provision.

如果合同或本一般条款中的任何条款全部或部分无效或不可执行，其余条款的有效性和可执行性不受影响。双方承诺，一旦双方确认该条款无效，将在法律角度上与双方根据合同或本一般条款的含义和目的所达成的约定最接近的条款来替换该无效条款。

- 10.4. These GTC are made of English and Chinese. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

本一般条款以英文和中文书写。如英文版本与中文版本有任何不一致，以中文版本为准。

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