

瑞好环境科技（太仓）有限公司 REHAU Environmental Solutions (Taicang) Co.Ltd

**销售条件 Conditions of Sale**

I. General

我们的销售包括（交货、服务和报价）将在下列条件的基础上进行。这些条件同样也适用于今后所有的业务关系，即使买方没有明确重复表明他同意这些条件。买方的条件和与本条件有背离之处的协议只有在我们以书面形式明确确认其适用的情况下才生效。Our deliveries, services and quotations shall be carried out expressly on the basis of the following conditions. These shall also apply to all future business relations even if agreement to such is not expressly repeated. Conditions of the customer and deviating agreements shall only be effective if we have explicitly confirmed their application in writing.

报价和订立合同 II. Quotations and conclusion of contract

除非另有明确的说明，我们的报价不具有约束力，在法律性质上只是一种要约邀请。试用品和样品仅作参考，同样不具有约束力。Unless otherwise expressly stated, our quotations shall be without obligation. Samples and specimens shall be for guidance only and be without any commitment.

销售合同的内容和范围应基于我们的订单书面确认书予以确定。附属协议、修改和补充条款等需要我们的书面确认。Contents and scope of the contract shall be determined on the basis of our written order confirmation. Side agreements, modifications and supplementary clauses etc. require our written confirmation.

所有情况下，下订单时经常使用的表述“如前次供货”仅是指设计，而非价格。唯一可接受的产品描述应为 Rehau 的商品名称。对买方用的商品名称的引述不具有约束力。In placing orders the often used expression "as previously supplied" shall in all cases refer to design only and not to price. The only acceptable product description shall be Rehau article name. Additional references to customer article names shall not be binding. 我们提供的任何关于具体应用的技术建议，以及任何关于第三方产权的信息不论是口头的还是书面的，均不具有约束力，不能因此免除买方检查我们的产品是否适用于其欲使用的目的和步骤的义务。

Any technical advice, verbal or written, provided by us in respect of application shall not be binding - also in relation to any property rights of third parties - and shall not release the Buyer from examining our products with regard to their suitability for the processes and purposes for which he intends to use them.

价格 Prices

除非另有约定，我们的价格应理解为工厂交货价或我方仓库交货价，并不包含包装费、运输费以及交货当天适用的增值税。Unless otherwise agreed, our prices shall be understood to mean ex works or warehouse and shall not include packaging, carriage or value added tax at the rate applicable on the day of delivery. 除非已在合同或订单中确认价格，所给出的价格不具有约束力，且价格建立在当前成本因素的基础上。如果在交付日前这些成本因素有任何的变化，如原材料价格的上涨或是工资上涨，我们保留相应调整我们的价格的权利。Unless otherwise expressly stated, the prices shall be given without obligation and based on current cost factors. Should there be any changes in these cost factors before the date of delivery, e.g. due to price increases for raw materials or wage increases, we shall reserve the right to adjust our prices accordingly.

除非另有明确的约定，售价以及所有的报价和计算应以人民币元计。Unless otherwise expressly agreed, the selling prices as well as all quotations and calculations shall be in RMB Yuan.

付款条件 Terms of payment

我们的旅行销售员及代表未被授权收取应付款项。Our traveling salesman and representatives shall not be authorized to collect sums due.

买方不能以其主张的、但我方仍有异议的反请求为理由对付款进行保留或抵销。It shall not be admissible to retain or set off payments if on the grounds of any counterclaims asserted by the Buyer and contested by us. 如果超过了允许的付款期限，无须有事先对付款的请求或提醒，即构成买方延迟付款。Default shall occur without prior request for payment or reminder if the period allowed for payment exceeded.

汇票和支票只是作为付款的替代（即只有在全部款项汇入我们的账户时才视为已履行了支付），因此我们不对到期提示和拒付承担任何义务。在汇票被承兑的情况下，由此产生的贴现和其他费用应由买方承担；汇票的承兑应从属于随时返还所有票据要求现金支付的权利。Bills and cheques will only be accepted for collection with a view to payment (i.e. payment is only deemed to be effected when the full amount is credited to our account), whereby we shall not be liable for due presentation and protest. In cases where bills are accepted, discount and any charges incurred shall be invoiced; acceptance shall be subject to the right at any time to demand cash payment against return of the documents. 在汇票支票到期日超过应付帐款到期日的情况下，我们有权在到期日后收取 6% 的利息。在延迟支付的情况下，我们有权对延迟支付的款项收取利息，利率为中国银行公布的、与延迟付款期限相同或期限最为接近的贷款利率。In the event of due dates being exceeded, we shall be entitled to charge interest after due date in the amount of 6%. In the event of default, we shall be entitled to charge interest on arrears at the rate quoted by the Bank of China on loans with a term which is equivalent or comes closest to the period for which payment is delayed.

在延迟支付的情况下，当前所有的账目以及所有票据总额（即买方所有应付账款）将立即到期并可执行。如果买方没有遵守付款期限，或是有影响买方信用的情况发生，我们有权要求立即支付我们所有的应收款项，而不考虑已被贴现票据和尚未到期票据的期限。此外，我们有权仅在收到预付款或提供担保的情况下，完成所有尚未完成的货物交付，而无论原来合同如何约定。如果在设定的合理期限内没有支付预付款或提供担保，我们有权撤销合同中尚未完成的服务或交付，即终止合同，因此买方就未交付货物的所享有的所有的请求权即告终止。 In the event of default of payment, all current accounts and the sums of all bills shall become due immediately and enforceable. If the terms of payment are not observed or in the event of circumstances occurring that are capable of impairing the credit worthiness of the Buyer, we shall be entitled to render immediately payable our entire receivables, regardless of the term of any bill discounted and not yet payable. Furthermore, we shall be entitled to effect any outstanding shipments only against advance payment or the provision of security. If advance payments are not made or security not provided after setting an appropriate period, we shall be entitled to withdraw from the contract in respect of any services or deliveries still outstanding, with the result that all claims shall expire on the part of Buyer in relation to those shipments not yet effected. 我们有权基于交付或其他法律依据，将所有买方应支付的到期款项用于抵销买方要求我们支付的所有款项。

We shall be entitled to set off all receivables that are due to us from the Buyer against all receivables demanded from us by the Buyer on the grounds of delivery or other causes in law.

#### 保留所有权 Retention of Title

在业务关系中产生的所有的请求权获偿之前，提供的货物的所有权不转移给买方。如果买方违反了合同条款或付款迟延，我们有权收回交付的货物，买方有义务归还。收回交付的货物之后，我们有权处分。处分的收益（减去足够的处分费用）应抵销买方未付账款。 Ownership of the items supplied shall not pass to the customer before all claims arising out of the business relation have been fulfilled. We are entitled to take back the item of delivery and the customer is obliged to return it if he breaches the terms of the contract or is in default of payment. After taking back the item of delivery, we are entitled to dispose of it. The proceeds of disposal (minus adequate costs of disposal) shall be set off with outstanding obligations of the customer. 买方有义务以适当的注意对待我们交付的保留货物所有权的货物。买方应为我们交付的货物保火险、水险、盗窃险，保险金额为重置价格。若保养和检验工作为必须，买方必须自付费用进行这些工作。 The customer is obliged to treat the items of delivery under retention of title with due care. He shall insure the item of delivery against fire and water damages and against theft covering the replacement value. As far as maintenance and inspection works are necessary, the customer has to carry out these works at his own expenses. 如有第三方侵犯我们交付的货物，买方应及时通知我们，无论如何应在三个工作日之内。 In case of third parties' encroachment upon the item of delivery, the customer shall notify us without undue delay, in any case within a period of 3 working days. 获得我们的事先书面同意后，买方才有在正常的业务进行中转卖货物。 The customer is only entitled to resell the item of delivery in the ordinary course of business after obtaining our prior written approval. 买方对交付的货物的处理、加工和改造视为代表我们进行。对于加工中产生的物品，适用上述关于保留所有权的货物的原则。 Treatment, processing or transformation of the item of delivery by the customer shall be deemed to be carried out on our behalf. Regarding the item originating from such processing, the above mentioned rules for items under retention of title shall apply. 如果交付的货物与不属于我们的物品以不可分离的方式相混合，我们按照混合时交付的货物的价值对相混合的其他货品的比率，对新物品拥有共有权。 If the item of delivery is combined in an inseparable way with other items not belonging to us, we acquire joined ownership rights in the new items in the ratio of the value of the item of delivery to the other items combined with at the time of combination.

#### 交付和履行期间 Periods of delivery and performance

与交付有关的履行地应为太仓，或指示交付的工厂或我方仓库所在地。如果在交付期限届满前交付的物已离开了工厂，或者已通知发运准备就绪，或已提供了服务，则视为已遵守交付期限和履行期限。 The place of performance in respect of deliveries shall be Taicang or the seat of the plant or warehouse instructed to make the delivery. The periods of delivery and performance shall be met if, until such time as expire, the item of delivery has left the plant or notice has been given that it is ready for dispatch or the service has been performed. 当因罢工而被迫采取措施，以及发生我们无法控制的不可预见其他障碍时，如果可以证明这种障碍对销售货物的生产或交付以及对要求提供的服务的履行产生了重大的影响，则可将交付期和履行期延长一段合理的时间。如果这些情形发生在我们的供应商身上，或是发生在我们延迟的情形下，上述原则同样适用。 The period of delivery and performance shall be extended by a reasonable amount of time in the event of measures being taken as the result of strikes and, as well as the occurrence of unforeseen obstacles beyond our control insofar as such obstacles verifiably yield a significant influence on the production or delivery of the item of sale or on the performance of the service requested. This shall also apply if such circumstances occur at our supplier or if they arise while we are in default. 在重大情况下，我们将尽可能早地通知买方这种障碍开始和结束的时间。 In important cases, we shall notify the Buyer at the earliest possible moment of the time at which such obstacles commence and terminate. 在交付期限和履行期限已过的情形下，买方有权给予我们一段的合理期间以交付或履行，并在此宽限期过后仍无任何结果的情形下撤销合同。无论何种法律理由，在我们未因故意或重大过失被起诉的情形下，买方无权要求我们赔偿因延迟而产生的损失。 In the event of the period of delivery or performance being exceeded, the Buyer shall have the right to grant us a reasonable period for delivery or performance and, after this period of grace elapses without result, to withdraw from the contract. Claims for damages arising from a delay, for whatever cause in law, shall not exist insofar as we cannot be accused of acting intentionally or with gross negligence. 已被通知发运准备就绪的货物，买方应在交付期限届满前立即要求交付，否则我们有权自行决定发送该货物，或是自行决定以买方的名义并由其承担风险将该货物储存起来。在因我们无法控制的原因而未能发送货物的情况下，上述原则同样适用。货物一旦被通知已经装运准备就绪，就视为已经交付并可以开出账单。 Goods notified as being ready for shipment shall be called off by the Buyer immediately prior to expiry of delivery time; otherwise we shall have the right to forward the goods at our option or to store the goods at our discretion on the Buyer's account and at the Buyer's risk. The same shall apply if dispatch cannot be effected by us for reasons beyond our control. Upon

notification that goods are ready for shipment, the goods shall be deemed to have been supplied and can be invoiced. 我们有权选择发送的方式、装运的方法、运输路线以及提供必要保护方式的性质和范围，运送人或承运人以及包装。我们会对此尽谨慎、合理的注意，但不承担因此而产生的任何责任。仅在买方明确的要求下对货物进行保险，并由买方自负费用。The mode of forwarding, means of shipment, transport route as well as the nature and scope of necessary protective media, the choice of forwarder or carrier as well as packaging shall be left to our preference. This will be done at our discretion and due care and attention to the exclusion of any liability whatsoever. The goods shall only be insured at the express request of the Buyer and at his expense. 部分交付是允许的。我方有权在订单（合同）数量的上下10%的范围内进行交付，或对按特定规格生产的产品上下浮动20%，并向买方主张付款。Partial deliveries shall be admissible. The Seller shall be entitled to deliver 10% more or less than the quantity ordered, or 20% in the case of products manufactured to specification, such quantities being invoiced accordingly.

#### 风险的转移 Passing of risk

如没有相反的约定，在所有情况下，风险在货物移交给运送人或承运人时转移给买方，且最迟应于离开工厂或仓库之时。Unless nothing to the contrary is agreed, risk shall at all events pass to the Buyer when the goods are transferred to the forwarder or carrier, however at the latest when they leave the plant or warehouse. 所有关于不完整交付、有缺陷货物或不正确货物的异议应立即以书面形式报告瑞好，最迟应于收到货物10日之内。否则，交付的货物视为已被认可。All complaints in respect of incomplete delivery, defective or incorrect goods must be reported to the Seller in writing without delay and at the latest within 10 days of receiving the goods. Deliveries shall otherwise be deemed as having been approved.

#### 对瑕疵的责任及其他责任 Liability for defects and other liability

在交付了有瑕疵货物的情况下，我们的责任将限于替换货物或修复（由我们决定采取何种方式）。如果替换货物或修复失败，买方有权自行决定撤销合同或减价。无论基于何种法律依据，买方主张的其他所有的请求权都将被排除，比如对交付瑕疵商品而引起损害赔偿请求权，逾期交付违约金等。不得就利润的损失、间接损害或是因瑕疵货物引起的间接损害提出任何主张。当我们因故意或重大过失被起诉时，上述对责任的免除或限制将不适用。In the event of defective goods being delivered, our liability shall be restricted, at our option, to substitute delivery or corrective action. If substitute delivery or corrective action is unsuccessful, the Buyer shall, at his option, demand that the contract be annulled or that the price be reduced. Any other claims on the part of the Buyer, asserted for whatever cause in law, such as claims for damages arising from the delivery of defective goods, including such attributable to negligence upon conclusion of the contract, shall be excluded. No claims may be asserted in respect of loss of profits, indirect damage or consequential damage resulting from defective goods. Exclusion or restriction of liability shall not be admissible insofar as we can be accused of acting intentionally or with gross negligence. 除非另外明确地协定，否则瑞好不对由聚合物材料制造的货物的色彩稳定性作任何保证。Unless otherwise expressly agreed, no guarantee shall be made in respect of the color stability of articles manufacture from polymer materials.

#### 容许偏差 Tolerances

除非在商定的DIN（德国工业标准）标准、生产标准或其他标准（如技术交货条件）中另有说明，管材和剖面（不包括矽树脂和其他弹性体产品及由泡沫材料制造的产品）应符合下列的容许偏差：

Unless otherwise stated in agreed DIN applicable standards, production specifications or other standards (e.g. in Technical Delivery Specifications), tubing and profiles shall, with the exception of silicone and other elastomer products as well as products manufactured from foamed materials, be subject to the following tolerances; 剖面（如可测量）：宽度、高度及直径基本符合DIN 16941-3A标准 For profiles if measurable: width, height and diameter, DIN 16941-3 A, very rough; 绝缘管材/特殊尺寸，通常应符合DIN 40621 “绝缘B类管（无织物）”：管内直径： $\pm 5\%$  壁厚： $\pm 10\%$  for insulating tubing / special dimensions; generally in accordance with DIN 40621 “Insulating tubing B (without textile insert)”：internal diameter:  $\pm 5\%$  wall thickness:  $\pm 10\%$  其他管材 管内直径为5mm之内，容许偏差为+0.1 / - 0.2 mm 5mm至8mm的，为+ 0.2 / - 0.3 mm 8mm以上，为+ 2.5% / - 3% 壁厚为0.7mm之内，为+ 0.1 / - 0.1 mm 0.7mm至1.5mm的，为+ 0.15 / - 0.15 mm 1.5mm以上，为 $\pm 10\%$  for other tubing: internal diameter: up to 5mm + 0.1 / - 0.2 mm above 5 to 8 mm + 0.2 / - 0.3 mm above 8 mm + 2.5% / - 3% wall thickness: up to 0.7mm + 0.1 / - 0.1 mm above 0.7 to 1.5 mm + 0.15 / - 0.15 mm above 1.5 mm  $\pm 10\%$  生产长度以线性容许偏差为准，生产后在室温下立即测量。Production lengths will be subject to linear tolerances, measured at room temperature immediately after production. 剖面符合DIN 16941-3A标准，束及卷为 $\pm 2\%$ 。Profiles: in accordance with DIN 16941-3A, for coils and roll:  $\pm 2\%$  A类撑柱硬度数据对热性塑料及合成橡胶的容许偏差分别为 $\pm 3$ 和 $\pm 5$ 。无论何种情形下，对质量、重量及颜色的常规商业变动不能构成拒收交付货物的理由。在我们列表、技术交货条件，生产规格，报价和订单确认中标出的图示、尺寸和重量仅为大致数据。允许在通常商业容许偏差或有关标准的范围内，对尺寸、重量、单位数和质量进行变动。但不保证产品能达到买方的预期用途。Shore A hardness data shall be subject to a tolerance range of  $\pm 3$  for thermoplastics and  $\pm 5$  for elastomers. Normal commercial variations in quality, weight and color shall in no way whatsoever constitute a reason to reject delivery. Illustrations, dimensions and weights indicated in our lists, Technical Delivery Specifications, production specifications, quotations and order confirmations shall be approximate data only. Variations in dimensions, weight, number of units and quality shall be permissible within the scope of normal commercial tolerance or in accordance with relevant standards. No guarantee shall be assumed for compliance.

模具和工具 Moulds and tooling

在所有情况下，我们对与我们所提供的设计、图纸和工具相关的货物有排他生产权。除非有明示许可，否则不得传阅或复制这些文件和工具，也不得利用或公开上述文件的内容。如有违反的话，我们可以对此要求损害赔偿。我们将保留对这些设计、图纸和工具申请专利和外观设计权利并保留专利授予后产生的一切权利。买方应保证根据其提供的数据生产和供应的货物没有侵犯任何第三方的产权。我们保留对模具、样版和其他的设备独占的所有，即使在已经将相关的成本或费用计入买方账单的情形下也同样适用。 We shall, under all circumstances, claim the exclusive right of manufacture for those articles relating to designs, drawings and tools produced by us. Unless expressly permitted, it shall neither be possible to pass on or duplicate these documents and tools nor shall it be permitted to utilize or disclose the contents of such documents. Contravention hereof shall give rise to a claim for damages. We shall reserve all rights in the event of a patent being granted and for registrations of design. The Buyer shall guarantee that the manufacture and supply of articles made to data provided by the Buyer do not violate the property rights of any third party. Moulds, templates and other devices shall remain our sole property, also in cases where the Buyer is invoiced with costs or expenses in respect thereof. 如果我们以买方的名义制造或取得任何模型、模具、样版、工具或其他任何成型装置，因此而产生的费用的一部分应计入买方账单，由买方承担。因为这部分费用不能涵盖我们设计、建造、试车、专有技术和维护保养所产生的所有费用，所以我们将保留对这些模具、样版以及工具和其他附属设施独占的所有。这同样适用于改进或更换模型和工具以及后继模具。在收到账单时，买方应支付工具、模具等的费用并加上法定的增值税。Insofar as we manufacture or procure any models, moulds, forms, tooling or any forming devices on behalf of the Buyer, we shall separately invoice part of the expense involved. As these partial costs do not cover the expenses accruing to us from design, construction, running-in, know-how and maintenance work, such moulds, forms as well as tooling and other auxiliary devices shall remain our sole property. The same shall apply to modifications or replacement models and tooling as also to subsequent moulds. The costs of tooling, moulds etc. shall be payable, plus statutory value added tax, upon receipt of invoice.

司法管辖和其他事宜 Jurisdiction and other matters

双方所有义务的履行地为中华人民共和国太仓。 Place of performance for all mutual obligations is Taicang, People' s Republic of China. 因合同关系产生的争议应诉诸在瑞好注册地址所在地的人民法院。 Disputes arising from the contractual relationship shall be brought before the People' s Court at REHAU' s registered address stated in these conditions.