

<b>1. 接受</b>	<b>1. ACCEPTANCE</b>
买方向卖方发出任何采购订单均被视为买方接受本协议条款和条件。卖方不接受买方采购订单中规定的任何额外的、不同的或冲突的条款或条件。除非卖方明确书面形式接受，否则买方采购订单中的额外的条款、规定或条件无效。	Any purchase order issued in by Buyer is considered to Buyer's acceptance of the Terms & Conditions contained herein. Seller hereby objects to any additional, different or conflicting terms or conditions set forth in Buyer's purchase order. No additional terms, provisions, or conditions of Buyer's purchase order shall be effective unless expressly accepted by Seller in writing.
<b>2. 完整协议</b>	<b>2. ENTIRE AGREEMENT</b>
本协议的规定连同所有图纸，采购订单构成卖方与买方之间的全部合同，并取代卖方与买方之间的所有以前的销售报价单、信件和其他沟通记录（无论为书面还是口头）。除非经卖方正当授权的代表发出书面授权，否则不得对销售条款的规定进行修改。	The provisions herein set forth, plus all drawings, Purchase order, constitute the entire contract between the Seller and the buyer and supersede all prior Quotation, correspondence and other communication, whether written or oral, between the Seller and the Buyer. No provision of these Conditions of Sale shall be subject to change except by the written authorization of a properly authorized representative of the Seller.
<b>3. 价格/付款</b>	<b>3. PRICES/PAYMENT</b>
除非采购订单中另有规定，付款条件为预付款，预付款金额为订单总金额的【%】。所有付款方式均采用中国的法定货币人民币，银行转账方式。如有任何逾期账期，在到期日后按照每天 0.1%的利率对未付余额计算利息。如买方违约，卖方可在任时候暂停履行协议，或要求买方付现金、提供担保或提供卖方满意的其他充分保证。任何情况下，预付款都不予退还。	Unless otherwise provided in the Purchase order, terms of payment are advance payment, the amount of advance payment shall be [%] of the Purchase Order value. All payments shall be in the legal currency of PRC, which is Renminbi, and all payment shall be made by bank transfer. Any unpaid current balance shall bear interest at the rate of 0.1% per day from and after the date payment is due. The seller may, at any time and without obligation, suspend performance or require payment in cash, security, or other adequate assurances satisfactory to the Seller when, in the opinion of the Seller in its sole discretion, the financial circumstances of Purchaser warrant such action. Under any circumstances, the advance payment is considered non-refundable.
<b>4. 缴税和税款</b>	<b>4. TAXES AND DUTIES</b>
买方应当按照中华人民共和国税法的规定纳税。	Buyer shall pay taxes in accordance with the provisions of the Tax Law of the People's Republic of China.
<b>5. 交货</b>	<b>5. DELIVERY</b>
除非采购订单中另有规定，否则(a)中国大陆境内买方交货方式为快递交付买方境内工厂，运抵日期以快递单据为准；(b)中国境外买方交货方式为 FCA 苏州（国际贸易术语解释通则 2010 版）。卖方提供的发货日期是以及时收到有关订单的所有必要信息为前提的初步估计日期。卖方将尽全力满足本协议的预定交货日期，但不保证能完全满足。未按计划进行装运不构成买方单方取消订单及/或认定任何性质损害的理由。如果买方要求延迟发货或由于未收到装运指令而导致任何延误，卖方将储存买方订购的所有货物，而相应费用和 risk 由买方承担，并以设备或货物的全部合同价格向买方签发发票，签发日期为货物备好可交货的当日或之后。	Unless otherwise provided in the Purchase order, (a) for China mainland Buyers, Seller shall deliver by logistic company or express, the arrival date shall be subjected to the courier's documents; (b) for the other International Buyers, deliveries shall be INCOTERMS 2010 FCA Suzhou Shipping Dock. Shipping dates given by the Seller are approximate and are based on prompt receipt of all necessary information regarding the order. The Seller will use its best efforts to meet the scheduled date shown on the face hereof, but does not guarantee to do so. Failure to make shipments as scheduled does not constitute a cause of cancellation and/or for damages of any character. In the event of any delay requested by the Buyer or any delay caused by lack of shipping instructions, the Seller will store all items ordered at the Buyer's expense and risk and will invoice the Buyer for the full contract price of the equipment or goods on or after the date on which the same is ready for delivery.

<p><b>6. 所有权和损失风险</b></p>	<p><b>6. TITLE AND RISK OF LOSS -</b></p>
<p>设备或货物损失或损坏的风险在卖方将设备或货物交付给第一承运人时即转移给买方。无论货物是否移交买方，卖方保有货物所有权直到买方付清全部货款。</p>	<p>Risk of loss or damage to the equipment or goods shall pass to Buyer after the Seller has delivered the equipment or goods to the first carrier. The Seller will retain title to the equipment or goods until the Buyer has paid the purchase price in full, notwithstanding that the equipment or goods are delivered to the Buyer.</p>
<p><b>7. 工程数据</b></p>	<p><b>7. ENGINEERING DATA -</b></p>
<p>完成本订单所采用的所有工程数据、设计信息、工程及车间图纸均为卖方的财产。</p>	<p>All Engineering data, design information, engineering and shop drawings used on the completion of this order are the property of the Seller.</p>
<p><b>8. 专利赔偿</b></p>	<p><b>8. PATENT INDEMNIFICATION</b></p>
<p>卖方同意，如果由于指控卖方设计和制造的设备或产品构成任何专利侵权而造成买方遭受任何索赔、要求和诉讼，卖方将就此事向买方赔偿，但买方须立即通知卖方任何此类指控，且买方须授权卖方对该等指控进行抗辩，且买方须向卖方提供合理的信息和协助以进行抗辩。收到侵权索赔通知后，卖方保留进行任何以下事项的权利（买方不需承担费用）：（a）为买方争取继续使用该设备的权利；或（b）将原设备替换为非侵权设备；或（c）修改设备使其不再侵权。对于任何方法及/或工艺专利的侵权或根据买方设计而制造或生产产品的相关专利侵权，卖方不承担任何责任。</p>	<p>The Seller agrees to indemnify Buyer from and against all claims, demands and suits based on allegations that the equipment or goods designed and manufactured by Seller constitutes an infringement of any patent, if the Seller is notified promptly of the assertion of any such allegation, and if the Seller is given authority to defend the same and reasonable information and assistance for the defense of the same. Upon notification of an infringement claim, the Seller reserves the right to do any of the following, at no cost to the Buyer: (a) Procure for the Buyer the right to continue using the equipment; or (b) Replace the same with non-infringing equipment; or (c) Modify the equipment so that it becomes non-infringing. The Seller does not assume liability for the infringement of any method and/or process patent or for infringement of any patent covering articles manufactured or produced in accordance with Buyer's design.</p>
<p><b>9. 退货</b></p>	<p><b>9. RETURNS</b></p>
<p>未经卖方书面许可，不得退回需要维修或声称有缺陷的设备或货物。要求退换货的，需经卖方书面同意，对于买方定制或旧版本产品，卖方有权拒绝退换货请求。针对退货应当收取退货费。</p>	<p>No equipment or goods requiring repair or alleged to be defective is to be returned without written authorization by the Seller. Requests to return items for restocking require written authorization by the seller. Restocking requests for equipment identified as custom / special built for buyer or obsolete version of product may be refused. Restocking fees will apply.</p>
<p><b>10. 保修和责任限制</b></p>	<p><b>10. WARRANTY AND LIMITATION OF LIABILITY</b></p>
<p>卖方保证所有设备和货物在材料和工艺上没有缺陷，并提供如下保修期：  所有零部件自 Dynatec 发货之日起十二（12）个月  本保修条款不涵盖设备或商品安装后被误用、滥用或损坏，或不按卖方指示使用设备或商品的情况。设备或商品的正常磨损不予保修。卖方在本保修条款项下的唯一责任仅限于在其工厂或自行决定的其他地点无偿更换或维修符合保修范围的任何设备或货品，或选择退还购买价款。在任何情况下，卖方均不对本合同项下或其他方面的任何其他直接、间接或从属性损害承担责任。在以下情况下卖方不对任何缺陷、故障、不足或错误予以保修及作出保证： （a）未及时向卖方通报；或（b）该等缺陷由于误用、改装、拆卸设备，异常温度条件，污物或腐蚀性物质造成；</p>	<p>All equipment and goods are warranted by the Seller to be free from substantial defects in material and workmanship as follows:</p> <ul style="list-style-type: none"> <li>• <b><i>All New Components &amp; Assemblies: Twelve (12) months from the date of shipment by Dynatec.</i></b></li> </ul> <p>THIS WARRANTY DOES NOT APPLY TO EQUIPMENT OR GOODS WHICH ARE MISUSED, OR ABUSED, OR DAMAGED FROM INSTALLATION, OR NOT USED IN ACCORDANCE WITH SELLER'S INSTRUCTIONS. NORMAL WEAR OF EQUIPMENT OR GOODS ARE NOT INCLUDED IN THIS WARRANTY. THE SELLER'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO EITHER REPLACING OR REPAIRING WITHOUT CHARGE, AT ITS FACTORY OR ELSEWHERE AT ITS DISCRETION, ANY EQUIPMENT OR GOODS NOT</p>

<p>或 (c) 由于故意或其他原因超过额定容量操作设备，或以其他不当方式操作设备造成该等缺陷。卖方不对与卖方设备或货品一起使用的涂料、胶粘剂或其他材料的质量或性能承担任何责任。所有索赔必须在 Dynatec 发货之日起一 (1) 年内提出。不提供任何明示或默示的其他保证，包括适销性和适用于特定用途的默示担保。</p>	<p>MEETING THIS WARRANTY, OR AT SELLER'S OPTION, REFUNDING THE PURCHASE PRICE. THE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DIRECT OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS CONTRACT OR OTHERWISE. The warranties of the Seller do not cover, and the Seller makes no warranty with respect to any defect, failure, deficiency, or error which is: (a) Not timely reported to the Seller; or (b) Due to misapplication, modification, disassembly, abnormal conditions of temperature, dirt or corrosive matter; or (c) Due to operation, either intentional or otherwise, above rated capacities or in an otherwise improper manner. Seller assumes no responsibility for the quality or performance of coatings, adhesives or other materials used with Seller's equipment or goods. All claims must be brought within one (1) year of shipment by Dynatec. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>
<p><b>11. 不可抗力</b></p> <p>如果卖方因不可抗力（例如战争、恐怖袭击、暴动、自然灾害、火灾）或其他无法预见且非卖方责任造成的事件（例如罢工或合法的停工、运营或运输中断、采购原材料困难、供应商供货不适当）而不能履行合同义务的，约定的交付期应当延长到该不可抗力或事件结束后，并应增加恢复供货所需的合理时间。卖方应尽快通知购买方上述不可抗力或事件发生的时间和预计的结束时间。如果上述不可抗力或事件持续 6 个月或更长的，双方有权解除合同。</p>	<p><b>11. FORCE MAJEURE</b></p> <p>In the event that Seller is unable to fulfill its contractual duties as a result of force majeure (e.g. war, terrorism, insurgency, natural catastrophes, fire) or due to other unforeseeable circumstances for which Seller bears no responsibility (e.g. strikes or lawful lockouts, operation or transport interruptions, difficulties with the procurement of raw material, inadequate delivery from suppliers), the agreed delivery date shall be extended by the duration of the obstruction plus an appropriate resumption time. Seller shall notify the Purchaser as soon as possible of the start and expected end of such circumstances. If the obstruction lasts six months or longer, Seller and the Purchaser shall be entitled to rescind the contract.</p>
<p><b>12. 适用法律</b></p> <p>本协议，连同所有图纸，采购订单等均受中华人民共和国法律管辖。如存在任何分歧，以本条款为准。卖方的产品和服务受最新版本的卖方的销售条款和条件（见 <a href="http://www.itwdynatec.com">www.itwdynatec.com</a> 网站）的约束。卖方的产品和服务的销售条款和条件仅限于卖方的销售条款和条件中包含的条款和条件，买方提供的任何形式的任何附加或不同条款和条件均视为重大变更，因此不予接受。卖方开始任何工作或买方接受交付任何产品均视为买方接受卖方的销售条款和条件。</p>	<p><b>12. GOVERNING LAW</b></p> <p>ANY CONTRACT RESULTING OUT OF THIS PROPOSAL SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA. In case there are any discrepancies, this term shall prevail. Seller's products and services are subject to the most current version of Seller's Terms and Conditions of Sale, which may be found at <a href="http://www.itwdynatec.com">www.itwdynatec.com</a>. The Terms and Conditions for the sale of Seller's products and services are limited to those contained in ITW's Terms and Conditions of Sale and any additional or different Terms and Conditions in any form delivered by Buyer are deemed to be material alterations and are hereby rejected. Commencement of any work by ITW or acceptance of delivery of any products by Buyer shall constitute Buyer's acceptance of Seller's Terms and Conditions of Sale.</p>
<p><b>13. 争议解决</b></p> <p>在执行或者与完整协议有关的任何争议，均应通过友好协商解决，若协商不成，则向卖方住所地法院起诉解决。</p>	<p><b>13. DISPUTES</b></p> <p>All disputes arising from the execution of, or in connection with, the ENTIRE AGREEMENT shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation, the dispute may be submitted to the People's Court of Seller's domicile for litigation.</p>

依工玳纳特胶粘设备（苏州）有限公司  
-关于机器设备的销售条款和条件

**ITW Dynatec, China –  
Terms and Conditions of sale**

**On the delivery of machinery and equipment.**

**14. 其他**

本销售条件以中英文书就。如果两种文本不一致，应以中文为准。

**14. MISCELLANEOUS**

This Terms and Conditions is made in English and Chinese. In case of any discrepancies between the two versions, the Chinese version shall prevail.

更正日期: 2019 年 1 月

Update: January 2019