

Mayr Power Transmission (Zhangjiagang) Co., Ltd.
No.7, Fuxin Road, Yangshe Town, Zhangjiagang City,
Jiangsu Province, China (ZIP: 215637)
麦尔（张家港）传动技术有限公司
中国江苏省张家港市杨舍镇福新路7号



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附件

Attachment

一般条款与条件 (“**一般条款与条件**”)

General Terms and Conditions for Sales (“**GTC**”)

第一条 一般条款与条件的范围

Article 1 Scope of the GTC

这份一般条款与条件适用于麦尔（张家港）传动技术有限公司（“**卖方**”）与它的客户（“**买方**”）之间为销售产品（“**产品**”）而签订的销售合同（“**合同**”），随附合同的这份一般条款与条件是合同不可分割的组成部分。

These GTC shall apply to the sales contract (“**Contract**”) concluded between Mayr Power Transmission (Zhangjiagang) Co., Ltd. (“**Seller**”) with its customer (“**Buyer**”) for sale of products (“**Products**”), to which these GTC are attached to as an integral part.

第二条 质量要求、技术标准、卖方对质量承担责任的条件和期限

Article 2 Quality requirements, technical standards, conditions and term of the Seller's responsibility for quality.

1. 只要对产品的技术规格已达成一致意见、技术规格（“**技术规格**”）作为附件随附于本合同且买方已按照卖方的安装说明安装产品，则产品符合该等技术规格。如果没有技术规格随附于本合同，卖方提供的图纸、目录和安装说明应优先作为技术规格。

As far as technical specifications of the Products have been agreed upon and attached to the Contract (“**Technical Specifications**”) and the Buyer have installed the Products according to the Seller's installation instructions, the Products shall meet such Technical Specifications. If no Technical Specifications have been attached to the Contract, the drawing, the catalogue and the installation instruction provided by the Seller shall prevail as Technical Specifications.

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地址: 张家港市杨舍镇福新路7号
税号 / Tax-No: 91320582788397372J

Bank of China, Zhangjiagang Branch
中国银行张家港支行
Account No./帐号: 510558195824
BIC (Swift-Code) BKCHCNBJ95L

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2. 此外，卖方上述保证的有效期为自卖方出厂之日起 12 个月。在保证有效期内，卖方应免费修理或更换有缺陷的部分，使用者操作不当或不可抗力因素造成的损害除外。

Validity of the Seller's above warranty is further subject to a period of 12 Months from the date when the Products are sent to the Buyer from the Seller. During the valid warranty period, the Seller shall repair or replace the defected parts free of charge, exclusive of the improper operation by the user or damage due to force majeure factors.

第三条 检查和对遗失和损坏的货物提出权利主张

Article 3 Inspection and Claims for Lost and Damaged Shipments

1. 买方应在产品交付时根据合同中界定的技术规格、产品的尺寸/型号、货号、描述和数量对产品进行验收，并应立即将任何缺失或损害通知承运人和卖方。

The Buyer shall check and accept the Products delivered according to the Technical Specifications, and size/type, Article no., description and quantity of the Products as defined in the Contract upon delivery of the Products, and shall report any shortage or damage to the carrier and the Seller immediately.

2. 买方就交付的不一致之处提出任何权利主张的期限是产品交付至合同规定的交付地址之日起十个工作日。该 10 个工作日期限之后，产品应被视为已经被买方接受且卖方的交付义务已经得到适当履行。

The deadline for the Buyer to raise any claim about non-compliant delivery is 10 working days from the date the Products are delivered to delivery address as defined in the Contract. Upon elapse of such 10 working days, the Products shall be deemed as having been accepted by the Buyer and delivery obligation of the Seller having been properly performed.

第四条 部分交付

Article 4 Partial Delivery

1. 卖方有权以合理的数量进行部分交付，尤其当部分交付的产品能被买方独立使用。

The Seller is entitled to effect partial deliveries in reasonable volume, in particular if

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the partial deliveries can be used stand alone by the Buyer.

2. 在部分交付的情况下，每次交付应被视为一次单独的交易。

In the case of partial deliveries, each delivery shall be deemed a separate transaction.

3. 任何缺陷交付或迟延交付不得影响已经实现或将要实现的部分交付，买方仅可终止阻碍合同目的的有缺陷或迟延的部分交付，以下情况除外：（i）如果当前的缺陷交付或延迟交付阻碍将来的部分交付实现合同目的，买方可终止将来的部分交付；（ii）如果过去和将来的交付依赖于当前的缺陷交付或延迟交付，买方可终止过去和将来的交付。

Any defective or late delivery shall have no influence on partial deliveries already effected or yet to be effected and the Buyer may only terminate this defective or late partial delivery which frustrate the purpose of the Contract, except that (i) the Buyer may terminate future partial deliveries if the present defective or late delivery prevents future partial deliveries from fulfilling the purpose of the Contract; and (ii) the Buyer may terminate past and future deliveries if they are dependent on the present defective or later delivery.

第五条 产品的接受和退还

Article 5 Acceptance, Return of Products

因本合同项下的产品是高度定制化的，买方应接受交付的产品，卖方不接受退货，除非买方能证明产品实质性地背离约定的技术规格而阻碍买方的合同目的。

Since the Products under the Contract are highly customized, the Buyer shall accept the delivered Products and the Seller does not accept return of Products, unless the Buyer can prove that the Products substantially deviate from the agreed Technical Standards which frustrate the Buyer's contractual purpose.

第六条 合同的终止

Article 6 Termination of the Contract

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如果买方未按照本合同的规定支付约定的头期款，卖方应向买方书面通知，其中载明付款的宽限期是[10 个工作日]。如果买方仍未在该宽限期内付款，本合同应视为自动终止，买方应赔偿卖方因合同终止而遭受的所有损失。

If the Buyer does not pay the agreed first down payment according to the Contract, the Seller shall issue a written notice to the Buyer stipulating a grace period of [10 working days] for payment. If the Buyer still fails to pay within such grace period, the Contract shall be deemed terminated automatically and the Buyer shall compensate all losses suffered by the Seller due to such termination of contract.

第七条 不可抗力

Article 7 Force majeure

1. 如果本协议任何一方因不可抗力事件（例如地震、台风、洪水、火灾、其他自然灾害、流行疫病（包括禽流感、非典型肺炎）、战争、暴乱、敌对状态、公众骚乱、公敌行为、政府机关禁令或行为、罢工或其他劳动争议或停工）或者超出双方控制的其它事件而被阻碍履行其在本合同项下的所有或部分义务，且该等事件的发生是无法阻止和避免的，则受阻碍的一方应当在该等不可抗力事件发生后 14 日内书面通知另一方，如果可能的话采取行动减轻损害，并之后 30 日内提供事件的详细信息、相关机关出具的证明发生不可抗力事件的证明文件、解释其无能力履行其在本合同项下所有或部分义务的原因的声明。

If either Party has been prevented from performing all or part of its obligation under this Agreement because of an event of force majeure such as earthquake, storms, flood, fire, other acts of nature, epidemic (including bird flu, SARS), war, riots, hostility, public disturbance, acts of public enemies, prohibition or act by a government authority, strikes or other labor disputes or work stoppage, or other events beyond the control of the Parties, and their occurrence is unpreventable and unavoidable, the Party so prevented shall notify the other Party in writing within 14 days after the occurrence of such event of force majeure, act to mitigate damages, if possible, and within 30 days thereafter provide detailed information of the event, a certificate of evidence thereof issued by the relevant authorities and a statement explaining the reason for its inability to perform all or part of its obligations under the Contract.

2. 如果发生任何不可抗力事件，对于一方因不履约或迟延履行而可能遭受的任何损害、成本增加或损失，任何一方均不承担责任。声称发生不可抗力事件的一方应当采取适当措施将不可抗力事件的影响降至最低或者消除该等影响，且应当在尽可能短的时间内尝试恢复履行受该不可抗力事件影响的义务。

If any event of force majeure occurs, neither Party shall be responsible for any damages, increased cost or losses which the other Party may sustain by reason of such failure or delay of performance. The Party claiming force majeure shall take appropriate measures to minimize or remove the effect of the force majeure event and, within the shortest possible time, attempt to resume performance of the obligation(s) affected by the event of force majeure.

第八条 适用法律

Article 8 Applicable Law

这份一般条款与条件的有效性、解释和实施应适用中华人民共和国（在这份一般条款与条件中，不包括香港特别行政区、澳门特别行政区和台湾）的法律法规。

The validity, interpretation and implementation of these GTC and the related Contract shall be governed by the laws and regulations of the People's Republic of China (which for the purpose of these GTC shall exclude the Hongkong Special Administrative Region, the Macao Special Administrative Region and Taiwan).

第九条 争议解决

Article 9 Dispute Settlement

对于双方之间因这份一般条款与条件和相关合同发生的或与之相关的任何争议、争论或权利主张（合称为“**争议**”），双方应首先尝试通过友好协商解决。如果在一方向另一方发出要求开始协商的书面通知后 60 日内通过友好协商未解决争议，则任何相关方可要求争议在上海国际仲裁中心（“**上海国际仲裁中心**”）根据其适用的仲裁规则通过仲裁最终解决。由按照上海国际仲裁中心适用的仲裁规则选定一名仲裁员在上海进行仲裁。仲裁裁决应是终局的且具有约束力。

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In the event of any dispute, controversy or claim (collectively “**Dispute**”) arising between the Parties out of or in relation to these GTC and the related Contract, the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If the Dispute has not been resolved by friendly consultations within 60 days after one Party has served written notice to the other Parties requesting the commencement of such consultations, then any concerned Party may demand that the Dispute be finally settled through arbitration with the Shanghai International Arbitration Center (“**SHIAC**”) according to its prevail arbitration rules. The arbitration shall be conducted in Shanghai by one arbitrator to be selected according to the prevailing arbitration rules of SHIAC. The arbitration award shall be final and binding.

第十条 其它规定

Article 10 Miscellaneous

1. 这份一般条款与条件和相关的合同中规定的任何一方向另一方发出的任何通知或书面通信均应以传真、快递服务交付件的方式及时传输或邮寄给适当的一方。收到通知或通信之日应为：若为快递服务交付件，则为信件交付给快递服务公司之后第 14 天，若通过传真传输，则为传真发送（有传输报告为证）后第 5 个工作日，除非可证明存在更早的交付日。所有通知和通信应发送至本合同签字页载明的适当地址，直到书面通知另一方该地址已改变。

Any notice or written communication provided for in these GTC and the related Contract by any Party to the other shall be made by facsimile, or by courier service delivered letter, promptly transmitted or addressed to the appropriate Party. The date of receipt of a notice or communication hereunder shall be deemed to be 14 days after the letter is given to the courier service in the case of a courier service delivered letter and 5 working days after dispatch of a facsimile if evidenced by a transmission report, unless an earlier delivery date can be evidenced. All notices and communications shall be sent to the appropriate address set forth on the signature page of the Contract, until the same is changed by notice given in writing to the other Party.

2. 即使这份一般条款与条件的任何条款失效或变为无效或者发生任何不一致，其余条款的有效性仍不受影响。无效条款应替换为最贴切反映无效条款经济目的的条款。

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In the event any provision of these GTC should be or become ineffective or should a gap occur, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a provision that is nearest to the economic purpose of the ineffective provision.

3. 这份一般条款与条件和相关的合同以中文和英文书就。两种语言文本具有同等约束力。若两个语言文本存在不一致，以中文文本为准。

These GTC and the related Contract are made in Chinese and English languages. Both language versions shall be equally binding. In case of discrepancies between the two language versions, the Chinese version shall prevail.