



# Terms and Conditions of Sale and Delivery

## 销售和交付的条款和条件

For DAFA Sealing Technology (Tianjin) Co., Ltd. (DST)

迪发密封技术（天津）有限公司（简称 DST）

Valid as of July 1, 2023

自2023年7月1日起生效

### 1. General

#### 总则

1.1 Each supply from DAFA Sealing Technology (Tianjin) Co., Ltd. ("DST") is covered by these Terms and Conditions of Sale and Delivery, provided that they have not been expressly deviated from or amended by other written agreement.

迪发密封技术（天津）有限公司（“DST”）的每次供应均受本销售和交付条款和条件的约束，但前提是这些条款和条件没有明确偏离或被其他书面协议修改。

1.2 Special conditions of purchase or specific requirements for goods/ services purchased by the buyer and listed in, for example, the buyer's purchase order or the buyer's general conditions of purchase, tender documents, etc., are not binding on DST, unless DST has expressly agreed to this in writing.

买方购买的货物/服务的特殊采购条件或特定要求，如买方的采购订单或买方的一般采购条件、招标文件等，对DST不具有约束力，除非DST明确书面同意上述内容。

### 2. Quotation/order

#### 报价/订单

2.1 Any agreement between the buyer and DST is not deemed to have been concluded until the agreement has been confirmed in writing by DST, e.g., by an order confirmation. In case of discrepancies between the order confirmation and the buyer's order or acceptance, the order confirmation prevails. DST reserves the right to intermediate sale.

买方和DST之间的任何协议在DST以书面形式确认之前（例如订单确认），不得视为已签订。如果订单确认书与买方的订单或接受书不一致，以订单确认书为准。DST保留中间销售的权利。

2.2 Technical information, guidelines, etc.

技术信息、指南等。

All intellectual property rights (including, but not limited to copyright, design right, patent right and utility model, as well as rights to drawing and products supplied by DST) belong to DST. This applies irrespective of whether the drawing or product concerned is developed for the buyer and/or is based on the buyer's specific specification or drawings. The buyer acquires solely an ordinary right of use to the purchased products. The buyer is not entitled to disclose or make available drawings or specifications to others, nor is the buyer entitled to produce or allow others to produce the products or replicas of the products supplied by DST.

所有知识产权（包括但不限于版权、设计权、专利权和实用模型，以及DST提供的图纸和产品的权利）均属于DST。无论相关图纸或产品是为买方开发的和/或是基于买方特定规范或图纸开发的，都适用。买方仅获得所购买产品的普通使用权。买方无权向他人披露或提供图纸或规范，也无权生产或允许他人生产DST提供的产品或产品的复制品。

### 3. Handling surcharge for stock items

#### 库存物品手续费

3.1 A handling fee will be charged for orders less than CNY 1,000, net and exclusive of VAT.

净金额（不含增值税）为1,000元以下的订单将收取手续费。

### 4. Terms and conditions of payment and retention of title

#### 付款和保留所有权的条款和条件

4.1 Unless otherwise agreed, the purchase price falls due for payment on the due date specified on the invoice.

除非另有约定，否则采购价格应在发票上规定的到期日支付。

4.2 In case of non-payment, interest will accrue from the due date, cf. clause 4.1, on the amount due at any time at an interest rate of 1.5% per month or any part thereof.

如果未付款，则从到期日起（参见第4.1条），将对到期的金额收取利息，利率为每月1.5%。

4.3 The buyer is not entitled to set-off against the purchase price for claims arising from any other legal relationships, and the buyer is not entitled to exercise any right of retention or refuse payment due to a delay, complaint or counterclaim regarding the specific delivery.

买方无权因任何其他法律关系引起的索赔而抵消购买价格，买方无权因具体交付的延误、投诉或反诉而行使任何保留或拒绝付款的权利。

4.4 If the buyer fails to comply with payment obligations vis-à-vis DST, DST reserves the right to withhold further deliveries, including to withhold deliveries that have already been handed over to a carrier, until payment in full for all receivables has been received.



如果买方未能履行对DST的付款义务，DST保留停止进一步交货的权利，包括扣留已移交给承运人的交货，直到收到所有应收款的全额付款为止。

4.5 DST retains title to the goods sold until the purchase price plus any interest and costs have been paid.  
DST保留所售货物的所有权，直到获得货物价格及利息和成本的所有付款为止。

## 5. Delivery 交付

5.1 Delivery is ex works DST in [Plant No. 5, No.75 Fuyuan road, Wuqing, Tianjin] (Incoterms 2020), unless otherwise agreed in writing in each specific case. If delivery cannot be made as a consequence of the buyer's circumstances, the output will remain at DST at the buyer's expense and risk. DST is entitled to charge warehouse rent, costs, etc.  
除非另有书面约定，否则交货地址及方式为由DST运送至[天津市武清区福源道75号5号厂房]（《国际贸易术语解释通则2020》）。如果由于买方的情况而无法交货，货物将保留在DST，且费用和风险由买方承担。DST有权收取仓库租金、成本等。

5.2 Any and all delivery times stated by DST are estimated and thus non-binding on DST, unless a fixed delivery time has been explicitly agreed for the entire delivery or parts thereof.

DST规定的所有交付时间都是预估时间，因此对DST没有约束力，除非已明确约定整个交付或部分交付的固定交付时间。

5.3 If a fixed delivery time has been explicitly agreed, DST is entitled to extend this period by ten (10) working days calculated from the expiry of the fixed delivery time. If DST exceeds the extended delivery time, the buyer is entitled to an agreed penalty from the expiry of the extended delivery time. The agreed penalty constitutes 0.5% of the part of the agreed purchase price which covers the services comprised by the delay for each full week of delay. The agreed penalty cannot exceed 5% of the agreed purchase price for the delayed output. If DST exceeds the extended delivery time by more than 45 working days, the buyer is entitled to rescind the agreement.

如果明确约定了固定交付时间，DST有权将该期限延长十（10）个工作日，从固定交付时间到期算起。如果DST超过延长的交货时间，买方有权在延长的交货期到期后获得约定的罚金。每延迟一整周，则收取的约定罚金为约定购买价格的0.5%。约定的违约金不得超过超过延迟产出的约定购买价格的5%。如果DST超过延长交货时间后的45个工作日仍未交付，则买方有权解除协议。

5.4 If the buyer chooses to rescind the agreement, the buyer will only be entitled to a refund of any remuneration already paid in respect of the delayed performance, but not of remuneration for other output. The buyer cannot assert any other remedies for breach as a consequence of the delay and, thus, is prevented from claiming compensation of any kind.

如果买方选择解除协议，买方只有权获得已支付的、延迟履行部分的退款，但无权获得其他交付的退款。买方不能就延迟造成的违约主张任何其他补救措施，因此不能要求任何形式的赔偿。

5.5 For customer-specific goods, the right is reserved to make deliveries below or above the agreed delivery of up to 10%.  
对于客户定制货物，保留在低于或高于约定交货额10%的情况下交货的权利。

## 6. Prices 价格

6.1 Any and all deliveries are made at the prices applicable at the time of delivery and specified on DST's price lists, order confirmations etc. Quotations and prices specified on the order confirmation are exclusive of VAT and of other public taxes charges, fees, etc., associated with the delivery, but will be added to the price upon invoicing.

任何和所有交付均应按交付时适用的价格进行，并在DST的价目表、订单确认书等中做出规定。订单确认书上规定的报价和价格不包括增值税和与交付相关的其他公共税费，但将在开具发票时添加到价格中。

6.2 DST reserves the right to change prices without notice due to extraordinary price increases for raw materials and wage increases.

DST保留因原材料价格异常上涨和工资上涨而更改价格的权利，恕不另行通知。

## 7. Returns 退换商品

Returned goods are only accepted subject to prior agreement (goods valued at less than CNY 500 cannot be returned), and only with a deduction of 20% of the value. Furthermore, the buyer must pay the return freight. Invoice or order numbers must always be stated.

仅在事先达成协议的情况下接受退货（价值低于500元的货物不接受退货），并且退款只能为货物价值的20%。此外，买方必须支付退货运费。必须始终注明发票或订单号。

The return freight is at the risk of the buyer. Bespoke goods or goods purchased specifically for the buyer cannot not be returned. The packaging must be the original package and must be undamaged, and the product must be marketable, undamaged, complete, and saleable. The return shipment must be labeled with a return order number, which must be requested from DST. The return order number must always be applied to the return packaging. This ensures rapid and effective processing. Returned goods without a return order number will be rejected. The return shipment must always be specified and sorted according to product type.

回程运费风险由买方承担。定制商品或专为买方生产的商品不能退货。包装必须是原始包装，并且必须完好无损，产品必须适销、完好无损、完整且可销售。退货必须贴上从DST获取的退货订单号的标签。退货订单编号必须始终应用于退货包装。这确保了快速有效的处理。没有退货订单号的退货将被拒收。退货必须始终根据产品类型进行指定和排序。

Products with limited shelf life (such as tape, joining tape, adhesives and sealants) cannot be returned. The products can be returned for up to one (1) year from the date of purchase.

保质期有限的产品（如胶带、连接胶带、粘合剂和密封胶）不能退货。自购买之日起，最多可在一年（1）年内退货。

## 8. Liability and defects 责任和缺陷/不良

8.1 The buyer undertakes to examine the delivered products/services immediately and no later than one week after receipt. The buyer forfeits the right to invoke defects/deficiencies in the delivered products/ services if the buyer fails to notify DST of this immediately after the defect/deficiency is discovered or should have been discovered. In any case, the buyer loses the right to invoke defects/deficiencies in delivered chattel products, if the buyer does not notify DST of this within two (2) years after the delivery date.

买方承诺在收到交付的产品/服务后一周内立即对其进行检查。如果买方未能在发现或本应发现缺陷/不良后立即通知DST，则买方将丧失对已交付产品/服务中的缺陷/不良进行申诉的权利。在任何情况下，如果买方没有在交付日期后的两（2）年内通知DST，买方将失去对交付的动产中的缺陷/不良提起诉讼的权利。

8.2 If it is documented that the products/services delivered by DST were defective at the time of delivery, and the deadline for complaints in clause 8.1 has been complied with, DST undertakes to remedy defects by repair or replacement delivery at its own discretion within a reasonable period of time. If DST does not carry out repair or replacement within a reasonable period of time, DST is liable in damages vis-à-vis the buyer pursuant to the relevant provisions of the PRC law with the following restrictions: DST's liability for defects in the delivered products/services is limited to the invoice price of the defective products/services. DST is in no case liable for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers, additional costs incurred in connection with the stationing and recall of employees, troubleshooting, studies, analyses or transport of the defective product/service and/or the End Product or other financial consequential loss.

如果有文件证明DST交付的产品/服务在交付时存在缺陷，并且第8.1条中的投诉截止日期已得到遵守，DST承诺在合理的时间内自行决定通过维修或更换交付来补救缺陷。如果DST未在合理时间内进行维修或更换，则DST应根据中华人民共和国法律的相关规定对买方承担损害赔偿赔偿责任，但有以下限制：DST对交付产品/服务中的缺陷承担的责任仅限于缺陷产品/服务的发票价格。DST在任何情况下都不对间接损失负责，包括利润损失、运营损失、律师和其他顾问的费用、与员工安置和召回、故障排除、研究、分析或运输缺陷产品/服务和/或最终产品有关的额外费用或其他财务间接损失等。

8.3 Apart from what is stated in clauses 8.1 to 8.2 above, any claim made by the buyer arising from defects in the products/services delivered by DST is ruled out.

除上文第8.1条至第8.2条所述外，买方因DST交付的产品/服务存在缺陷而提出的任何索赔均被排除在外。

8.4 The limitations of DST's liability in accordance with this clause 8 do not apply if the defect was deliberately caused by DST or it is due to the gross negligence of DST.

如果缺陷是由DST故意造成的，或者是由于DST的重大过失造成的，则第8条规定的DST责任限制不适用。

## 9. Product liability 产品责任

9.1 DST is liable in damages for any damage which the products/ services delivered by DST incur on anything other than the delivered product/service, in accordance with the relevant provisions of the PRC law on product liability. Damage to anything other than the delivered product/service occurring during the exercise of DST's business is also deemed product liability. DST's liability in damages is, however, limited pursuant to the following rules:

根据中华人民共和国产品责任法律的相关规定，DST对其交付的产品/服务以外的任何其他方面造成的损害承担损害赔偿赔偿责任。DST业务开展过程中发生的除交付产品/服务以外的任何损坏也被视为产品责任。然而，DST的损害赔偿赔偿责任根据以下规则受到限制：

9.2 DST is in no case liable in damages for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers and other financial consequential loss.

DST在任何情况下都不对间接损失承担损害赔偿赔偿责任，包括利润损失、运营损失、律师和其他顾问的费用以及其他财务间接损失。

9.3 When DST products/services have been incorporated into or added to another product (the "End Product"), DST is under no circumstances liable for any additional costs incurred for the stationing and/or recall of employees, troubleshooting, inspections, analyses or transport of the defective product/service and/or the End Product.

当DST产品/服务已被纳入或添加到另一产品（“最终产品”）中时，DST在任何情况下都不承担因派驻和/或召回员工、故障排除、检查、分析或运输缺陷产品/服务和/或最终产品而产生的任何额外费用。

9.4 The buyer must indemnify DST against any claim for damages for which DST may be liable in respect of the buyer's customer and/or injured third party, but for which DST has waived liability in accordance with this clause 9 vis-à-vis the buyer.

DST已根据第9条放弃对买方的责任的，买方必须赔偿DST对买方客户和/或受伤的第三方可能承担的任何损害索赔。

9.5 If any third-party files a claim for loss and/or damage as described in this clause 9 against either DST or the buyer, the party concerned is obliged to immediately notify the other party of this in writing.

如果任何第三方对DST或买方根据第9条所述的损失和/或损害提出索赔，相关方有义务立即书面通知另一方。

9.6 The limitations of DST's liability in accordance with clause 9 do not apply if the damage was deliberately caused by DST or if the damage is the result of gross negligence by DST, or where the limitations are at variance with mandatory rules of law.

如果损害是由DST故意造成的，或者如果损害是DST的重大过失造成的，或如果限制与强制性法律规则不一致，则第9条规定的DST责任限制不适用。



## 10. Insurance cover

### 保险范围

10.1 DST states that it has taken out usual product liability insurance.

DST表示，其已购买常规产品责任保险。

## 11. Governing law and venue

### 适用法律和地点

11.1 Any dispute arising from this agreement must be settled according to the law of PRC.

因本协议产生的任何争议必须根据中华人民共和国法律解决。

11.2 If the Parties are unable to resolve disputes arising from the agreement, the dispute must be solved by the competent court where DST is located.

如果双方无法解决协议引起的争议，则争议必须由DST所在的主管法院解决。

## 12. Force majeure

### 不可抗力

12.1 DST is not liable to the customer if the following conditions occur after the conclusion of the contract and prevent or delay the fulfillment of the contract: War and mobilization, riots and unrest, acts of terrorism, extraordinary natural phenomena, strikes and lockouts (whether or not we ourselves involved, is or is the cause of such discrepancies), late deliveries from suppliers, flood, fire, explosion, failure to transport, currency controls, death, illness or departure of key personnel, computer viruses or other circumstances beyond our direct control. In this case, DST is entitled to postpone the delivery until the impediment to performance has ceased or, alternatively, cancel the contract in whole or part.

如果在合同签订后出现以下情况阻止或延迟了履行合同，则DST不对客户负责的情形包括：战争和动员、暴乱和动乱、恐怖主义行为、特殊自然现象、罢工和封锁（无论DST是否参与，是否是造成此类差异的原因）、供应商延迟交货、洪水、火灾、爆炸、运输失败、货币管制、死亡、生病或关键人员离开，计算机病毒或其他我们无法直接控制的情况。在这种情况下，DST有权推迟交货，直到履约障碍停止，或者全部或部分合同取消。