



TERMS AND CONDITIONS OF SALE 销售条款和条件

Unless a current signed customer agreement is already in place, these terms and conditions shall apply to all Orders (defined below) placed through Wuxi Cummins Turbo Technologies Co., Ltd.
除非与客户已经签署销售协议，本条款和条件适用于无锡康明斯涡轮增压技术有限公司发运的全部订单。

1. Acceptance of Orders, Delivery and Returns. An order constitutes an offer by the person or entity placing such order (“Buyer”) to purchase goods (“Goods”) from Wuxi Cummins Turbo Technologies Co., Ltd. (“WXCTT”), in accordance with these terms and conditions (an “Order”). All Orders are subject to acceptance by WXCTT (evidenced by written acknowledgment and confirmation, WXCTT commencing manufacture of the Goods and/or Goods being dispatched to Buyer), in its sole discretion. WXCTT shall be under no obligation to supply Goods to Buyer until such confirmation is given, at which point a contract which incorporates these terms and conditions and any special terms on the written order acknowledgment comes into existence (a “Contract”). WXCTT reserves the right to fulfill any Order from any of its global manufacturing plants. Buyer cannot cancel Orders, nor can delivery of Goods made up or in process be deferred or extended beyond the original delivery date, except with WXCTT's prior written consent and upon terms which will indemnify WXCTT against any loss. Buyer may return Goods only after receiving advance written approval from WXCTT. Unless otherwise agreed in writing, Buyer will prepay return transportation and customs charges and will bear the risk of all Goods returned to WXCTT.

1. **订单接受，运输与退货。** 订单（“订单”）构成任何个人或者实体（“买方”）提出的购买要约，以依据本条款和条件向康明斯涡轮增压技术有限公司（“WXCTT”）采购特定产品（“产品”）。任何订单经WXCTT的确认同意后方可生效；该等确认同意可通过书面确认、WXCTT开始制造产品和/或向买方发货的形式体现。在WXCTT确认同意接受订单后，WXCTT与买方之间的买卖合同成立，该合同条款应囊括本条款和条件的内容以及书面订单确认中列明的任何特殊条款（“合同”）；在合同成立前，WXCTT不承担任何供货义务。WXCTT保留由其全球制造工厂供货以完成订单的权利。除非经WXCTT书面同意，并根据本条款赔偿WXCTT相关损失，买方不得取消订单、或要求WXCTT延期交付成品或半成品。买方只有在取得WXCTT书面同意后，方可退货。除非另有书面约定，买方应预付退货的运费、海关费用，并承担产品退货中产生的全部风险。

2. Specification.

A. To the extent that Goods are to be manufactured by WXCTT to Buyer's specification (which has been agreed/accepted in advance by WXCTT), Buyer shall be solely responsible for and hereby warrants the accuracy of Buyer's designs, drawings, specifications and other data supplied to WXCTT by Buyer, or Buyer's employees or agents, and WXCTT shall have no responsibility in relation thereto even if WXCTT examines, inspects, studies or comments to Buyer upon any such designs, drawings, specifications or other data. Buyer shall indemnify and keep WXCTT indemnified and harmless from any costs, losses or damages arising out of any action or claim of infringement brought by a third party.

2. 产品规格

A. 如果产品由WXCTT依据买方提出的产品规格而制造（但该产品规格应经WXCTT事先同意），买方应对其或其雇员、代理应向WXCTT提供的设计、图纸、规格和其他数据承担全部责任并确保前述各项文件的准确性。即使WXCTT对买方提供的设计、图纸、规格和其他数据进行检验、核查、研究或提供意见，WXCTT也不应对此承担任何责任。如果第三方提出任何诉讼或侵权诉求，买方应有义务对WXCTT进行赔偿以确保WXCTT不承担因此造成的任何费用、损失或者损害。

B. All performance figures, specifications, particulars of weight and dimension, drawings or descriptive matter, information, illustrations or details of Goods in brochures, catalogues or advertising material, issued by WXCTT are approximate only and will not form part of the Contract unless otherwise agreed in writing.

B. WXCTT发行的宣传册、产品目录或广告资料中载明的产品的性能数据、规格、详细重量、尺寸、图纸描述、信息、说明、或其他产品细节，仅属于一般性近似描述，除非另有书面规定，不构成本合同条款。

3. Product Changes. WXCTT reserves the right to change specifications and/or designs without obligation to Buyer. WXCTT shall revise the purchase price to cover any increased cost arising from changes Buyer requests.

3.产品变化。 WXCTT有权对产品规格和/或设计进行修改，无需就此对买方承担任何责任。如果因买方的产品修改要求而造成成本增加的，WXCTT有权调整采购价格以覆盖所增加的成本。

4. Technical Advice. WXCTT assumes no liability for any technical advice, or results obtained therefrom, all such advice being given and accepted at Buyer's risk. Buyer will use and/or install Goods in accordance with applicable regulations, codes, industry standards and WXCTT's recommendations, and will defend, indemnify and hold WXCTT harmless from and against all claims, damages and causes of action arising out of its failure to do so. Buyer shall ensure that the original purchaser of Goods for use receives all of WXCTT's manuals, instructions, warnings, application guidelines and other literature accompanying or associated with the Goods.

4.技术建议。对于任何技术建议及由此产生的后果，WXCTT不承担任何责任，买方应自行承担接受技术建议带来的全部风险。买方使用、安装产品时应遵照适用法规、法令、行业标准和WXCTT建议；如因其未能遵守前句要求，买方应为WXCTT进行抗辩、对其进行补偿，并确保WXCTT不会因由此产生的权利要求、损害以及诉讼而承担额外的责任或损失。买方应确保产品的首个购买用户在收到产品时，一并收到WXCTT产品说明书、使用说明书、警告信息、使用指南和其他相关文件。

5. Warranty, Limitation of Liability and Notice of Claims.

5.保修、责任限制和索赔通知

A. Warranty.

A. 保修

(i) Subject to the terms of this Section 5.A. and any application or region which may limit the warranty below in terms of time in service and or hours/miles/kilometers of usage for a maximum period, WXCTT warrants to Buyer, that the Goods will be free of defects in materials and workmanship for twelve (12) months from the date on which the Goods are placed in service or twenty four (24) months from dispatch of the Goods from WXCTT's premises, whichever is sooner.

(i) 在遵守本合同第五条 A 款以及其他产品应用领域或应用区域等因素可能导致保修在运行时间和/或最长使用周期的小时数/公里数/英里数方面受限的前提下，WXCTT 向买方承诺，产品在产品运行之日起十二（12）个月内、或从 WXCTT 仓库发运后二十四（24）个月内（以该两者较早实现者为准），产品不存在材料或工艺瑕疵。

(ii) In the event of a warrantable failure, WXCTT shall (provided that the Goods were at all times stored under suitable conditions and were applied in accordance with WXCTT's recommendations) at WXCTT's option either supply replacement Goods or repair such defective Goods free of charge. Goods when repaired/replaced shall carry the same warranty as before, with the warranty period for the repaired/replaced part being the greater of the original unexpired warranty or six (6) months after such repair/replacement.

(ii) 如果出现可保修的质量问题，在产品存储得当、并遵照 WXCTT 建议而使用的前提下，WXCTT 有权选择通过免费换货或者维修瑕疵产品的方式承担质保责任。维修/替换产品享有之前产品相同的保修政策，维修/替换部分的保修期为产品原保修期或者完成维修/替换后六（6）个月(以二者中较长为准)。

(iii) Buyer assumes all risk and liability resulting from use of the Goods, whether used singly or in combinations with other products. For purposes of clarification, WXCTT shall not be responsible for progressive damage and does not assume or warrant any other obligations regarding any other products including but not limited to Buyer's systems.

(iii) 买方承担因产品使用（不论是单独使用还是与其他产品组合使用）而产生的所有风险与责任。为澄清之目的，WXCTT不应对累进损坏负责，亦不承担或担保与任何其他产品（包括但不限于买方系统）相关的任何责任。

(iv) The warranty set forth in **this Section 5** shall not apply in the event of defects or damages caused by: (a) failure of Buyer to comply with any of WXCTT's installation, operational or maintenance guidelines, requirements or recommendations; (b) physical abuse of the Goods or any component or acts of vandalism by any persons other than WXCTT, its employees, agents or subcontractors; (c) alterations, modifications, additions or repairs made during the applicable warranty period by anyone other than WXCTT, its employees, agents or subcontractors; (d) reasonable wear and tear; or (e) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of WXCTT or its employees, agents or subcontractors.

(iv) 本合同第五条规定的保修不应适用于由以下原因引起的缺陷或损坏：(a) 买方未能遵守WXCTT的任何安装、操作或维护指南或建议；(b) 除WXCTT及其雇员、代理或分包商外的任何人对产品或者其任何零部件的不当使用或者故意破坏行为；(c) 除WXCTT及其雇员、代理或分包商外的任何人在适用保修期内进行改造、改装、附加或者修理；(d) 合理磨损或损耗；(e) 火、水、风、冰雹、闪电、电涌或电气故障、地震、盗窃或非仅因WXCTT及其雇员、代理或分包商的过失而导致或造成的类似情形导致的故事或损害。

(v) The warranty set forth in **this Section 5** is the sole and exclusive warranty made by WXCTT in regard to the Goods. Except for the warranty set forth in **this Section 5**, the Goods are assigned, conveyed, sold, transferred and delivered to Buyer on an "AS IS, WHERE IS" basis. EXCEPT AS PROVIDED IN **THIS SECTION 5**, WXCTT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR ANY OTHER REPRESENTATION OR WARRANTY AND SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IF NOT EXCLUDED BY THESE TERMS AND CONDITIONS, IMPLIED WARRANTIES ARE LIMITED TO THE PERIODS OF WARRANTY SET FORTH IN **THIS SECTION 5**. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES.

(v) 本合同第五条的保证内容为WXCTT对产品的唯一和排他保证。除了第五条规定的质保责任外，产品是在“按照现有情况”的基础上向买方分配、运送、出售、转让及交付。除了本合同第五条规定外，WXCTT未做出、且明确排除并放弃任何其他种类的保证，无论明示或者默示，包括任何适销性的保证或适合一项具体用途的保证、因符合特定商业惯例或交易习惯而产生的任何保证等。如果本条款和条件未作排除，默示保证仅限于本合同第五条保修期内。前述保证替代了所有其他明示或默示的保证。

B. Limitation of Liability. IN NO EVENT SHALL WXCTT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF REVENUE, DAMAGE TO GOODWILL, ENHANCED DAMAGES, AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY) HOWSOEVER CAUSED ARISING FROM THE CONTRACT OF SALE OR THE USE OF GOODS. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, THE SOLE AND EXCLUSIVE LIABILITY OF WXCTT ON ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH ANY ORDER, OR THE MANUFACTURE, SALES, DELIVERY, RESALE OR USE OF ANY GOODS COVERED BY ANY SUCH ORDER (INCLUDING, BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL, BE LIMITED TO THE TERMS OF THE **WARRANTY SET FORTH IN SECTION 5**. WXCTT shall have no liability whatsoever unless WXCTT deems there to be a warrantable failure as set out in **Section 5** and Buyer complies with the provisions of **Section 5**. Nothing in these conditions shall in any way exclude or limit WXCTT's liability for death or personal injury caused by WXCTT's negligence, property damage caused by WXCTT's wilful conduct or gross negligence or otherwise not permitted to be excluded by law. THE MAXIMUM LIABILITY, IF ANY, OF WXCTT FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR OR PROPERTY, WHETHER ARISING FROM WXCTT'S BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE AGGREGATE PURCHASE PRICE OF THE APPLICABLE GOODS PAID TO WXCTT BY BUYER UNDER THE APPLICABLE ORDER.

B. 责任限制。 在任何情况下，WXCTT不应向买方就因销售合同产生或者产品使用过程中所引发的任何非直接的、附带的、间接的、特殊的、或惩罚性的赔偿承担责任，包括但不限于营业中断、财产性损失、直接或间接的利润损失、收入损失、商誉损害、加重损害和/或召回相关费用和财物维修等金钱要求。在不损害前述责任限制的情况下，对于源自或与订单，或生产、销售、交付、转售或者在该订单下使用任何产品相关的损失或责任（包括但不限于违约责任产生的损失与责任），WXCTT对此承担的唯一和排他的责任，应限于本合同第五条的保证。除非WXCTT认定出现了本合同第五条规定的“可保修的质量问题”，且买方亦遵守了本合同第五条，否则WXCTT不承担任何责任。本条款的任何内容都不得限制或排除WXCTT由于自身的过失而导致的死亡或人身损害的赔偿、因故意或重大过失造成对方财产损失或其他法定排除责任限制的情形。WXCTT对一切赔偿（包括但不限于：合同赔偿、人身或财产损失的赔偿，不论是由于WXCTT违反合同、违反保证、过失、严格责任或其他侵权行为所引起的）所承担的最大责任，不应超过本次索赔中就争议产品向WXCTT支付的订单购买价格。

C. Notice of Claim. Without prejudice to Section 6.C. below, all claims must be brought to the attention of WXCTT or its authorized distributor within fourteen (14) days after discovery of a breach of warranty. No person will be authorized to give any other warranties or to assume any other liabilities on WXCTT's behalf, unless expressly made in writing by WXCTT.

C. 索赔通知。在不影响本合同第六条C款规定的前提下，所有索赔请求须发现质保问题后十四（14）日内，送达至WXCTT或其授权经销商。除非WXCTT书面授权，任何人无权代表WXCTT做出任何其他保证或者承担任何其他责任。

6. Delivery

A. While WXCTT will use its reasonable endeavours to avoid any delay in delivery on notified delivery dates, failure to deliver by the specified date will not be accepted as sufficient cause for cancellation, nor will WXCTT be liable for late delivery arising out of any cause whatsoever or for any loss arising therefrom. Where delivery is to be made by instalments, delay in delivering one instalment shall not entitle Buyer to refuse to accept the remaining instalments. For the avoidance of doubt, time for delivery shall not be of the essence of the Contract.

6. 交付

A. WXCTT 将尽最大的努力避免在指定交付日期有任何延迟，但如出现在指定日期未能交付的情况，其不能作为取消订单的充分理由，WXCTT 将不对延迟交付或因此产生的损失承担责任。如果该交付为分批交付，一次交付的迟延并不因此导致买方有权拒绝接受后续的交付。为避免争议，交付时间不作为合同的必要条件。

B. In the event of strikes, lockouts, slowdowns, riots, work stoppages, trade disputes, embargo or other governmental act, regulation or request, delay or non-delivery of components or materials, accidents, fire, explosions, flood, civil strife, war, acts of terrorism, acts of God, acts of Buyer, equipment failure, inability to obtain necessary labour, equipment, materials or any failure of the usual sources of supply or modes of transportation or any circumstances not within the reasonable control of WXCTT causing delay in manufacture or delivery, WXCTT may suspend delivery of Goods contracted for until resumption of work, and may extend the period of delivery to cover such time as is lost by the circumstances stated above or may suspend or cancel (either immediately or any time after a suspension under this condition) any or all of its obligations then unperformed. If because of any such circumstances WXCTT is unable to supply the total demand for the Goods, WXCTT may allocate its available supply among itself and all of its customers, including those not under contract. WXCTT shall not be liable to Buyer under this Contract for any damages, losses or expenses caused by such circumstances.

B. 如遇到罢工、停工、怠工、暴动、停产、贸易争端、贸易禁令或其他政府行为、规章或要求、原材料的延迟或不交付、事故、火灾、爆炸、洪水、战争、恐怖袭击、天灾、买方行为、设备故障、无法获得足够劳动力、设备或原材料，或者采购资源出现非常规性中断、非常规性交通中断或任何 WXCTT 无法控制的情况导致的生产或交付延迟，WXCTT 将暂停交付合同项下的产品，直到恢复工作并可能延长交付期限以补偿前述情况所损失的时间，或立即或在该种情况导致的暂停期间的任何时间暂停或取消任何或全部其未履行的义务。如果在上述情形下，WXCTT 不能交付全部数量的产品，WXCTT 可将届时现有的货源在自己和其全部客户(即便该客户非为本合同一方)中进行分配。WXCTT 不因此承担任何买方的任何损害、损失或因此情况造成的费用。

C. Buyer shall accept and inspect all shipments immediately upon arrival. Unless otherwise agreed in writing, all claims in respect of loss or damage in transit or non-delivery must be settled between the carrier and Buyer and will not be the subject of a claim against WXCTT. Where Goods are alleged to be visibly defective or visibly damaged from a reasonable inspection by Buyer, written notice of the defect or damage must be given to WXCTT within three (3) working days from the date of receipt of the Goods. Where Goods are otherwise alleged to be defective or faulty, written notice of the defect must be given to the Company within fourteen (14) working days from the date of receipt of the goods after which time such Goods shall be deemed accepted by Buyer. Claims in respect of rejected or defective Goods will not be accepted until such claims have been received at WXCTT's premises and notification of dispatch by Buyer will not be accepted as proof of delivery.

C. 买方应在货物到达时进行接收和检查。除非另有书面约定，如果产品在运输途中或者未交付时发生损失与损害争议，由承运人和买方直接协商解决在途损毁问题，买方不应就此向 WXCTT 提出任何权利要求。如果买方在进行合理验收时发现明显瑕疵或损坏，应在收到产品后三（3）个工作日内书面通知 WXCTT。如果产品有缺陷或者质量问题，应在收到产品之日起十四（14）个工作日之内书面通知公司，否则视为买方已正常接收。除非有关产品拒收或者质量问题的权利要求被送达至公司经营场所，否则任何相关权利要求不会被 WXCTT 接受，买方的退货发运通知不应被视为其权利要求已向 WXCTT 适当提交。

D. Where Goods delivered are not as specified in WXCTT's invoice, or where Goods have been incorrectly delivered, Buyer undertakes to protect such Goods and to notify WXCTT so that proper disposition can be effected.

D.如果产品交付与 WXCTT 发票单据不符，或者产品交付出现任何错误，买方应妥善保管该等产品并及时通知公司，以便 WXCTT 对其进行适当处理。

E. The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as requested from time to time, and if requested by WXCTT, the Buyer shall make these licences and consents available to WXCTT prior to the relevant shipment.

E. 买方应负责自费取得产品需要的进口许可证明和其他许可。如 WXCTT 要求，买方应在发运前向 WXCTT 提供该等许可。

7. Waiver. No waiver or failure to assert any right or remedy, and no course of dealing shall be deemed to constitute a waiver of any other breach or default of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound.

7.弃权。除非签署有法律约束力的书面弃权书，任何怠于或未能主张权利或救济的行为、或者任何交易习惯，都不应被视为该方放弃了对违约行为的权利或救济。

8. Assignment. Buyer may not assign this Contract or the obligations hereunder without WXCTT's prior written consent.

8.合同转让。未经 WXCTT 事先书面同意，买方不得将本合同或其下任何义务进行转让。

9. Title and Risk. Risk shall pass to Buyer from the point of Ex Works delivery according to Incoterms 2010, or in accordance with any alternative Incoterms agreed between the parties in writing. Title to Goods shall not pass to Buyer until the full purchase price thereof has been received by WXCTT.

9.所有权及风险。产品风险转移至买方的时间应根据《国际商会国际贸易术语解释通则2010》规定的Ex Works条款交付时间确定，如果双方书面选择了其他Incoterms条款，则风险转移时间应据其随之调整。直至 WXCTT 收到全部应付价款之后，产品所有权转移到买方。

10. Invoicing and Payment

A. WXCTT reserves the right to invoice at prices prevailing at the time of dispatch. Charges will be applied to the invoice for all applicable taxes, carriage and freight (including insurance), packing, boxing and special tests or inspections. In the event of a variation to an order placed by Buyer, the prices already stated shall be adjusted accordingly.

10. 发票及付款

A. WXCTT保留按照发货时适用的价格开具发票的权利。此外所有相关税费、运费（包括保险费）、包装费、装箱费或特殊测试/检验费用亦将在发票中予以体现并由买方承担。当买方变动订单要求时，相关价格将被随之调整。

B. Time of payment shall be of the essence. No payment to WXCTT shall be dependent upon the receipt by Buyer of any payment or the issue of any certificate by any third party. No payment shall be deemed to be received until WXCTT has received cleared funds. Buyer shall make the payment in the same currency as appears on the tax/commercial invoice raised by WXCTT. WXCTT may demand remittance to its designated Bank account via normal banking channels. All invoices will be paid in full, without any set-off, discount or reduction whatsoever. Notwithstanding the foregoing, if payment is not received when due, in addition to any charges that WXCTT may levy against the Buyer under statute, WXCTT may also charge Buyer interest at the lesser of the highest statutory rate or the rate stated on the written order acknowledgement sent by WXCTT to the Buyer pursuant to Section 1. Unless otherwise expressly agreed in writing by the parties, Buyer shall pay the purchase price for all Goods shipped net within thirty (30) days after delivery or such shorter period as may be requested by WXCTT in writing. No discounts for early payment may be taken except in accordance with WXCTT's then-current written policy, if any. Notwithstanding any other provision, all payments payable to WXCTT under the Contract shall become due immediately upon termination of the Contract for whatever reason.

B. 及时付款至关重要。向WXCTT的付款不应与买方收到任何付款或者任何第三方出具任何凭证挂钩。直至WXCTT收到全部价款，支付才可被认作成功。买方应以WXCTT开具的税票或发票上载明的货币币种进行支付。WXCTT有权要求买方将款项以通常汇款方式汇付到指定银行账户。所有的账单金额都应无任何抵销、折扣或扣减的全额付清。尽管有前述规定，如果逾期未收到应收账款，除WXCTT根据法规有权向买方收取的费用外，WXCTT还可向买方收取滞纳金，利息金额应按照法律允许最高利率，或则按照本合同第一条中WXCTT向买方寄送的书面订单确认函中规定的利率计算（以二者较低者为准）。除非双方另有书面规定，买方应在WXCTT交付后三十（30）日内或其书面要求的更短时间内全额支付账单。除非与WXCTT届时书面政策中有折扣规定，提前付款不享受任何折扣。尽管有其他规定，无论合同因何种原因终止，所有应向WXCTT支付的款项应在合同终止时即时成为到期应付款项。

C. WXCTT reserves the right, among other remedies, either to terminate or suspend deliveries hereunder in the event Buyer fails to pay for any one shipment when payment becomes due. WXCTT (in its absolute discretion), may require cash payments, bank transfers or satisfactory security for future deliveries and for Goods already delivered. WXCTT reserves the right to request and review Buyer's financial information to establish credit terms and limits from time to time. Such terms and limits may be changed at WXCTT's discretion with or without notice to Buyer.

C. 如果买方未能及时支付任何一批货运的到期应付款项，除了其他有权享有的救济方式，WXCTT保留终止或者暂停相关合同项下其他交货事项的权利。WXCTT有权根据其自主决策，要求买方为已经交付的或未来即将交付的产品提供现金支付、银行转账或者其他令其满意的履约担保方式。为发放授信或确定其具体条款和限制之目的，WXCTT有权随时提出核查买方财务状况。WXCTT有权自行修改上述授信条款和授信限制，无需提前通知买方。

11. Set-off. WXCTT may set-off any amounts which Buyer may owe WXCTT whether arising hereunder or otherwise against any amounts which may become payable by WXCTT to Buyer hereunder or otherwise.

11. 抵销。WXCTT可将其对买方的应收款与其向买方的应付款进行抵销，无论该等应收或应付款源自本合同或者源自其他业务关系。

12. Termination

A. Insolvency. WXCTT shall be entitled upon written notice to Buyer to terminate any Contract with Buyer if Buyer becomes bankrupt or, being a company, becomes insolvent or makes any composition for the benefit of its creditors, goes into liquidation, voluntarily or compulsorily (other than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or security is enforced over any of its assets or any event that occurs in relation to the Buyer that is analogous to the aforementioned events in any jurisdiction. Any such termination shall be without compensation to Buyer and without prejudice to any rights of WXCTT under these terms and the Contract.

12. 终止

A. 资不抵债

如果出现买方破产、资不抵债或因维护债权人利益而进行任何处理、或进入主动或强制的清算程序（除了因重组或合并）的情况，或出现买方任何财产被接管方接管、财产上的担保权益被强制执行或买方在任何法域内发生其他类似事件时，WXCTT有权书面通知买方终止合同。在该等终止情形下，WXCTT无需向买方做出任何补偿，亦不影响WXCTT在本合同下的任何权利。

B. Breach of Contract WXCTT may, as it thinks fit, (without prejudice to any other rights or remedies it may have against Buyer) immediately suspend further performance of the Contract or cancel any outstanding delivery of the Goods or stop any Goods in transit or by notice in writing to Buyer terminate the Contract without liability to WXCTT if (i) Buyer (A) commits a material breach of any of its obligations under the Contract which is incapable of remedy or (B) fails to remedy a breach of its obligations under the Contract which is capable of remedy after having been requested in writing by WXCTT to remedy or desist from such breach within a period of fourteen (14) days; or (ii) any sum payable under the Contract is not paid within seven (7) days of its due date for payment in accordance with this Contract; or (iii) Buyer experiences a change of control in its ownership or its voting interests.

B. 合同违约。在以下任一情况发生时，在不影响其可享有的其他针对买方的权利或救济的前提下，WXCTT有权根据自行决定立刻暂缓继续履行合同、取消剩余发货、暂停在途产品运输、或者书面通知买方终止合同：(i)买方(A)实质性违反合同项下义务且该等违约无法补救；(B)违反其在合同项下任何义务，虽然该等违约可以补救，但在收到WXCTT书面通知后在十四（14）天内未能予以补救或未能停止其违约行为；或(ii)在任何付款到期应付后七（7）天内未能支付；或(iii)买方内部出现控制权变更或表决权变更。

13. Intellectual Property Ownership, Use, and Defence.

A. Subject to Section 14 below, WXCTT shall indemnify and hold Buyer harmless from costs and damages arising out of any claim or action brought by a third party for infringement of a valid patent by reason of the sale and/or WXCTT's recommended use of Goods purchased hereunder; provided that Buyer notifies WXCTT promptly in writing of any such action and gives WXCTT full and exclusive control of the defence and settlement thereof, and such infringement arises at the point of transfer of ownership of such Goods from WXCTT to Buyer, and provided further that Buyer shall (a) not have made any changes, alterations or modifications to the Goods in a manner not authorized by WXCTT; (b) not have provided WXCTT with drawings, specifications or other directions to which the Goods are required to conform; (c) have made all payments to WXCTT then due under the Contract; and (d) provide all needed or requested information, assistance and authority to enable WXCTT to defend against such claims.

13. 知识产权的权属、使用和抗辩

A.在遵守下文第14条规定的前提下，对于由任何第三方提起的、与WXCTT在本合同项下销售的产品和/或WXCTT对该等产品使用方面的建议相关的专利侵权诉讼或权利诉求，如果买方书面通知WXCTT该等事宜，给予WXCTT充分授权进行抗辩和调解，且在侵权发生之时产品所有权已从WXCTT转移至买方，则在满足下列条件的情况下，WXCTT应对买方因此产生的费用和损害进行补偿并确保其不因此受到损害：(a)买方未对产品进行未经WXCTT授权的改变、改造或修改；(b)买方未向WXCTT提供图纸、规格或产品必须符合的其他指令；(c)买方已支付合同项下的全部到期账单；以及(d)买方已提供所有必须的信息、协助和授权以使WXCTT能够根据本条规定进行抗辩。

B. If any Goods sold to Buyer under this Contract are held in and of themselves, by final court decision from which no appeal can be taken, to infringe any formal intellectual property of any third party and their use is enjoined, or in the event of a settlement or compromise approved in writing by WXCTT that precludes future use of any Goods sold to Buyer under this Contract, then WXCTT (a) shall pay any final and unappealable award of damages in such suit to the extent such damages are directly attributable to such infringement and (b) shall, at WXCTT's own expense and at WXCTT's sole option (i) procure for Buyer the right to continue using such Goods to the extent contemplated in the Contract; (ii) modify such Goods to render them non-infringing; (iii) replace such Goods with non-infringing Goods; or (iv) refund the price paid by Buyer for such Goods after Buyer's return of such Goods to WXCTT. This Section 13.B states WXCTT's sole obligation and Buyer's exclusive remedy with respect to any loss for alleged patent, trademark or copyright infringement, and, as set forth in Section 5.B, WXCTT's liability for any such alleged infringement shall not exceed the total price paid by Buyer for such Goods under this Contract.

B. 如果在本合同项下出售给买方的任何产品被终审法院判定（不可再行上诉）侵犯了任何第三方知识产权、被判令禁止使用该等产品、或如果在一项WXCTT书面批准的和解中确定未来无法再使用在本合同下出售给买方的产品，则WXCTT(a)应在损害可直接归因于该等侵权的范围内承担该等诉讼判定的终审且不可上诉的损害赔偿金额；且(b)应自行承担费用并自行选择 (i) 为买方争取继续使用该等产品的权利（但限于本合同规定的范围）；(ii)改造该等产品以使其不再侵权；(iii)用不侵权的产品替换该等产品；(iv)在买方向WXCTT退回该等侵权产品后，退还买方为该等产品支付的价款。就因专利、商标或版权侵权引发的损害赔偿，本第13B条已阐明了WXCTT在此方面将承担全部责任和排他性救济；并且如第5B条中规定的，WXCTT对任何该等声称的侵权所承担的责任不应超过买方在本合同项下为该等产品支付的全部价款。

C. Notwithstanding the foregoing, any intellectual property rights created by WXCTT in the course of the performance of any Contract or otherwise in the manufacture of the Goods shall remain WXCTT's property. Nothing in these conditions shall be deemed to have given Buyer a licence or any other rights to use any of the intellectual property rights of WXCTT. Buyer's rights in and to the WXCTT's intellectual property are limited to those rights as expressly set forth in this Contract. All rights not expressly granted to Buyer under this Contract are expressly reserved by WXCTT.

C. 尽管有前述规定，WXCTT在本合同履行过程中或产品生产过程中所产生的所有知识产权，均归WXCTT所有。本合同任何条款都未向买方作出许可或其他授权以使用WXCTT的知识产权。买方就WXCTT知识产权所享有的权利应限于本合同的明确规定。本合同项下未明确赋予买方的所有权利均有WXCTT明确保留。

14. Indemnities. Buyer acknowledges that WXCTT places particular reliance upon the provisions of the Contract and in addition to any other remedy available to WXCTT. Buyer irrevocably and unconditionally agrees to indemnify WXCTT, its employees, sub-contractors and agents (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract: (i) the manufacture and sale of the Goods by WXCTT in accordance with Buyer's designs, drawings, specifications or other data or information furnished or instructions given by Buyer; (ii) any breach by Buyer of its obligations under the Contract; and (iii) where, upon resale by Buyer, the **warranty set forth in Section 5** provided by WXCTT with the Goods is not assigned on the same terms and conditions as set out in this Contract. Notwithstanding the foregoing, in the event that any claim for which WXCTT is entitled to indemnification under this Section 14 arises out of a claim of intellectual property infringement by a third party, WXCTT shall have the right to control and manage the defence of such claim and the settlement thereof.

14.赔偿。买方已知悉，除了WXCTT可享有的其他救济，WXCTT对于本合同条款享有特别的信赖利益。买方不可撤回、无条件地同意，其将按要求全额赔偿WXCTT、及其员工、分包商、代理（该等各方无义务减轻损失），使他们免受因下列事项全部或部分、直接或间接导致的任何诉讼、索赔、直接或间接的损害、损失、成本、费用，而不论该等损失或后果是否在合同签署时已经被预见：(i) WXCTT根据买方的设计、图纸、技术或者提供的其他信息、数据或指令所制造和销售的产品；(ii)买方违反其本合同下义务的行为；(iii)在买方转售本合同项下产品时，未能将本合同第五条规定的WXCTT提供的保修以未经改变的条款条件让渡给其转售购买方。尽管有前述规定，对于任何第三方提出的知识产权争议，如果WXCTT有权按照本合同第14条享有获得补偿权，则WXCTT应有权对该等权利要求的抗辩和调解享控制和管理权。

15. Prototypes.

A. Any prototypes provided under this Contract are for experimental or testing purposes to determine whether prototypes function for the intended purpose under normal operation, and prototypes shall not be transferred, delivered or sublet to any third party with the written consent of WXCTT. Buyer acknowledges all charges associated with a transaction involving a prototype are for engineering services and ordinary material costs for provision of parts. No part of any charge associated with a transaction involving a prototype under this Contract is related to any novel aspect of any prototype.

15.样机

A. 本合同下提供的任何样机仅供作试验或测试目的，以确定该等样机是否可在正常运营状态下满足指定使用用途。样机未经WXCTT书面同意，不得被转让、交付、转租给任何第三方。买方确认，其在样机相关交易中支付的所有费用均为工程服务目的以及零件供应相关的通常材料费用。本合同项下，样机相关交易中支付的任何费用均与样机的新颖性无关。

B. The prototype shall at all times remain, and be the sole and exclusive property of WXCTT. Buyer shall not make any changes or modifications to the prototype except with prior express written permission from WXCTT. WXCTT retains all rights and control of all prototypes and data generated in testing activities, and Buyer agrees that any details about the prototypes, all testing and data, and the fact of receiving the prototypes are all confidential information that must not be disclosed to third parties unless permitted under Section 21.

B. WXCTT无论何时都拥有样机唯一且排他的所有权。在没有取得WXCTT书面同意情况下，买方不应就样机做出任何更改或改造。WXCTT保留对于样机及测试活动收集的数据的全部权利与控制，买方同意任何关于样机、所有测试及数据、样机接受的事实情况均为保密信息，除非符合本合同第21条规定的许可情形，其不得披露给任何第三方。

C. WXCTT shall not be liable to the Buyer or any third party for any claim, loss or damage, including without limitation any injury or property damage caused in the case the Buyer transfers or otherwise provides the prototypes to a third party and/or has used prototypes inappropriately.

C. 如果在买方将样机转移或以其他方式将样机提供给第三方，和/或其未能合理使用样机，则WXCTT不应就买方或者任何第三方就因此引发的任何权利要求、损害损失索赔承担任何责任。

16. Compliance

A. Compliance with Export Controls.

Buyer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export, making available and/or transfer, directly or indirectly, of such Goods or technology, and/or the provision of related services, to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of WXCTT to comply with these laws, rules and regulations. Any other provision of this Contract to the contrary notwithstanding, Buyer shall comply with all such applicable export control and economic sanctions, rules and regulations relating to the cross-border movement of goods or technology or the provision of services, including but not limited to: the economic sanctions regulations administered by the U.S. Office of Foreign Assets Control, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the UK Export Control Act of 2002 and all related orders in effect from time to time, and equivalent measures. Buyer shall act as the importer of record with respect to the Goods and shall not resell, export, re-export, distribute, transfer, make available or dispose of the Goods or related technology, directly or indirectly, without first obtaining all necessary written permits, consents and authorizations and completing such formalities as may be required under such laws, rules and regulations. In addition, WXCTT has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations, including but not limited to UN, U.S., UK, and European Union regulations. This Contract has been entered into on the basis that the Goods are not sold, will not be re-sold, made available or in any way used in any such country in breach of WXCTT policies. WXCTT reserves the right to refuse support of any Goods that are in breach of this section 16A. Any failure by Buyer to comply with this provision and all applicable laws pertaining to the importation, exportation, distribution, sales, promotion and marketing of Goods will constitute a default giving WXCTT the right to immediate termination of this Contract and/or the right to elect not to recognize the warranties associated with the Goods. Buyer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify and hold WXCTT harmless from and against any and all fines, damages, levies, costs and judgments which WXCTT may be required to pay. Buyer represents and warrants that it is not a party listed as a specially designated terrorist, Specially Designated National, and/or Blocked Person or party which otherwise appears on any list maintained by the U.S. Treasury Department Office of Foreign Assets Control, U.S. Commerce Department Bureau of Industry and Security, U.S. State Department, EU or UK designated parties lists.

16. 合规

A. 出口管制合规

买方确认，在本合同项下出售或以其他方式提供的产品和技术数据可能受制于出口管制或其他贸易限制，而致使对受限产品或技术数据和/或相关服务直接或间接的向特定受限国家或受限交易方进行出售、出口、再出口、提供和/或转让的行为存在限制，其包括但不限于美国、英国和其他法域的适用法律和规则下规定的许可证要求。WXCTT将遵守该等法律、规则和规定。不论本合同中何有相反规定，买方应遵守所有与货物、技术、服务跨境流动或提供相关的所有适用的出口和外贸管制法律、规则和规定，包括但不限于美国外国资产管制处出台的经济制裁规则、美国出口管制条例、美国国际军火贸易条例、2002年英国出口管制法案，以及不时有效的所有相关命令和类似措施。买方应作为产品的登记进口商，其不得在未先行取得所有必备书面许可、同意和授权，或未完成该等法律、规则和规定要求的正式手续的情况下，直接或间接地转售、出口、再出口、分销、转让或处置本产品或相关技术数据。此外，WXCTT根据适用的联合国、美国、英国、欧盟等现行法律、法规，已制定了相关政策以禁止向特定国家分销产品或在该等地区使用产品。本合同的签署和成立的前提是，产品不会违反WXCTT政策而向特定国家销售、转售、提供或在该等国家以任何方式使用。如果出现违反本合同第16A条规定的情况，WXCTT有权拒绝就相关产品提供任何支持。如买方违反本条规定以及其他所有与进口、出口、分销、销售、产品推广与市场相关的适用法律，则在此情况下WXCTT有权立即终止合同，并有权拒绝承担产品相关的保修。同时，买方应就因违规而导致产生的一切民事责任、刑事责任以及费用和损失承担全部责任，并应就此为WXCTT进行抗辩并向其补偿因此产生的WXCTT被要求支付的全部罚款、损失、征费、成本和判决，以确保WXCTT免受损害。买方承诺并保证，其未被列在下列任何限制名单之上：特别恐怖分子名单、特别监控国家名单、以及美国国土安全部门或外国资产管制处、美国商务部工业与安全局、美国国务院、欧盟、英国发布的受限个人或组织名单。

B. Compliance with Anti-Bribery Laws. Buyer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person(s) to use their influence to assist WXCTT in obtaining or retaining business or to benefit WXCTT or any other person in any way, and will not otherwise breach any applicable anti-bribery legislation, including but not limited to the Foreign Corrupt Practices Act of the United States, the UK Bribery Act and the Prevention of Corruption Act of India, each as amended from time to time. Any breach of this obligation shall constitute a material breach of the Contract. Any breach of this Section shall be grounds for immediate termination of this Contract. Buyer shall protect, indemnify and hold harmless WXCTT and its affiliates from any claim, damages, liabilities, costs, fees and expenses incurred by WXCTT or its affiliates as a result of Buyer's breach.

B. 遵守反商业贿赂法律。 买方承诺并保证，其从未且未来也不会，出于对后述人士进行劝诱并利用其影响力以帮助WXCTT获得业务或维持业务、为WXCTT谋取利益或为任何其他人谋利之目的，直接或间接的、自行或通过任何第三方媒介，向任何官员、政府代表、政党官员、政治机构候选人、国际组织公务官员或雇员或其他任何个人或实体，支付、提供、承诺支付任何有价物品（无论该等支付、提供和承诺支付是被建议或被要求提供的，亦或是为上述人士之利益而提供的）。买方同时承诺，其将遵从所有应适用的反贿赂法律规定，包括但不限于美国海外反腐败法、英国贪污法案、印度预防腐败法和其他不时修订的法律。如违反该义务，即构成对本合同的实质违约，WXCTT有权即时终止合同。买方应就此保护WXCTT及其关联企业、为其进行抗辩，并向其补偿因买方违约而导致WXCTT及其关联企业产生的所有权利要求、损害、责任、成本，以使其免受损害。

17. Applicable Law. This Contract is to be governed by and construed according to the laws of P.R. China. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties irrevocably agree that the courts of P.R. China where WXCTT locates shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

17.适用法律。本协议应受中国法律管辖并依其进行解释。联合国国际货物销售合同公约不适用本合同。双方不可撤销地同意WXCTT所在地的中国法院对与本合同相关的任何争议、权利诉求（包括非合同性争议或诉讼）享有排他的司法管辖权。

18. Entire Agreement. This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes any previous agreement, terms issued as part of any order, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of this Contract by or on behalf of the parties and relating to the Goods. For the avoidance of doubt, in the event of a conflict or contradiction between this Contract and any Buyer agreement or terms and conditions that the Buyer may seek to rely upon, the terms of this Contract shall prevail. Neither party has relied on any statement, representation, agreement, understanding or promise made by the other except as expressly set out in this Contract. If any provision in this Contract shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall be modified or deleted only to the extent necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part, under this Section, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Contract and the legality, validity and enforceability of the remainder of this Contract shall, subject to any deletion or modification made under this Section, not be affected.

18.整体协议。本合同构成双方之间就主题事项的全部协议，取代任何在本合同之前以双方名义达成或作出的、与产品相关的在先协议、订单项下条款、保修、说明、陈述、理解或承诺(无论口头还是书面)。为避免歧义，如果本合同与任何买方协议、买方条款条件出现冲突，则本条款条件优先适用。除本合同明示规定的条款，任何一方都不应依赖于另外一方所做出的其他声明、陈述、协议、理解或承诺。如果本合同的任何条款被全部或部分的认定为违法、无效或不能执行，该等条款应被予以修改或删除，但该等修改和删除应仅限于确保相关条款合法、有效或具有可执行性的范围内，并且应符合双方的商业本意。如果上述全部或部分修改或删除无法实现，则该等条款在其违法、无效或不能执行的范围内，应被视为不再构成本合同之一部分。在本条规定的上述删改完成之后，本合同其他条款的合法性、有效性以及可执行性不受影响。

19. Duties, Taxes and Tariffs. Subject to any applicable local laws and regulations of the jurisdiction where the Goods are to be delivered or as otherwise agreed in writing, Buyer shall be responsible for paying any and all duties, taxes and tariffs levied on the Goods including without limitation by the government of the country of the ultimate destination of the Goods.

19.关税、税费和收费。在遵守任何应适用的当地法律、产品目的地法规或其他书面约定法域规定的前提下，买方应承担产品相关的所有关税、税费和收费，包括但不限于产品最终目的地政府的课税。

20. Insurance and Freight Charges. Unless otherwise agreed to in writing, Buyer shall be responsible for the freight charges and insurance coverage and charges for all risks upon taking the delivery of the Goods Ex Works. All such insurance charges are for Buyer's account. Freight and insurance charges are merely estimates based on currently prevailing rates. As these charges are beyond the control of WXCTT, any variations existing at the time of shipment are for the account of Buyer.

20.保险与运费。除非另行书面规定，买方应当承担运输费、保险费、以及自工厂交货完成后为控制风险而产生的其他费用。该等保险费用均由买方承担。运费和保险费仅为根据目前费率作出的估算。由于上述费用超出WXCTT可控制范围，发运时如产生任何费率变化，其应由买方承担。

21. Confidentiality. Buyer shall safeguard and prevent the unauthorized disclosure of WXCTT's trade secrets, business, technical, manufacturing, marketing, sales, financial, know-how, and other confidential information ("Confidential Information"). Buyer shall hold such Confidential Information in confidence for a period of five (5) years from the date a Contract comes into force and shall not disclose such Confidential Information to any third party unless prior written consent by WXCTT is given. Notwithstanding the provisions of Section 21 of this Contract, Buyer shall not be required to maintain confidentiality or be restricted in its use of any Confidential Information if the information is (i) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise; or (ii) already in its possession other than as a result of a breach of the Contract; (iii) in the public domain other than as a result of a breach of the

Contract; or (iv) independently developed by Buyer without reference to or reliance upon the WXCTT's confidential information. All information and related data supplied by WXCTT to Buyer must be returned to WXCTT upon request and any duplications or copies must be destroyed.

21. 保密。 买方应保护并避免出现未经授权披露WXCTT的商业秘密、商业、技术、制造、市场、销售、财务、专有技术以及其他保密信息（“保密信息”）的情形。买方应当在自合同生效开始的五（5）年内对保密信息保密，未经WXCTT书面授权不得披露给任何第三方。尽管有本合同第21条规定，买方不应被要求对下列保密信息保密或被要求有限使用该等保密信息：(i)依法定义务披露，或政府部门通知或通过其他形式要求其披露；(ii)其在不违背合同前提下已经掌握该等信息；(iii)在不违背合同的情况下已经进入公共领域为人所知的信息；(iv)买方不依赖或借鉴WXCTT的保密信息的情况下，自主开发得出。如WXCTT要求，WXCTT提供给买方的所有信息与相关数据都应被返还，并销毁任何副本与拷贝。

22. Variation of Contract. No variation of the Contract shall be effective unless it is made in writing and is signed by both of the parties.

22. 合同变更。 除非双方书面签订文件，否则本合同的任何变更都无效。

23. Notices. All notices or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to be valid and effective if personally served on the other party at their registered office address (if a company) or its principal place of business (in any other case). Notice shall be deemed to have been given (i) in the case of personal service: at the time of service and (ii) in the case of e- mail: at the time of receipt.

23. 通知。 本合同项下要求或允许做出的所有通知或其他沟通都应以书面形式做出，且应在由专人快递送至对方注册工作地址（如对方为公司）、或其主要营业地（在非公司情况下）时被视为有效完成通知义务。就通知送悉时间，(i)如采取专人快递，则应为快递送达时刻，(ii)如以邮件形式，则应为邮件接收时刻。