

GENERAL CONDITIONS OF SALES

一般销售条款

1) APPLICABILITY - The following General Conditions of Sales constitutes the integral part of the sales relationship (including but not limited to sales contracts, sales orders, confirmed offers and quotations) between Comer Industries (Jiaxing) Co., Ltd. (Hereinafter referred to as COMER INDUSTRIES) and the Buyer. Establishing a sales relationship means acceptance of the General Conditions of Sales hereunder by the Buyer. Unless otherwise agreed in writing in the aforementioned sales relationship, all sales terms and conditions shall observe this General Conditions of Sales and the references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2020 edition.

1) 适用范围 - 下列一般销售条款构成康迈尔机电（嘉兴）有限公司（以下简称“康迈尔机电”）与买方之间以书面形式建立的销售关系（包括但不限于销售合同、销售订单以及经确认的要约及报价）的不可分割的一部分。此种销售关系的建立即表示买方同意接受一般销售条款。除非在上述销售关系中另有书面约定，所有销售关系的条款条件均应遵照本一般销售条款，且此文及任何其他合同文件中提到的国际贸易术语是指2020年《国际贸易术语解释通则》中的术语。

2) PURCHASE ORDERS - All orders placed by the buyer are deemed to be irrevocable for 7days from receipt by COMER INDUSTRIES. Any order of the buyer sent to COMER INDUSTRIES will be an offer to purchase products and no binding contract will arise unless COMER INDUSTRIES accepts buyer order. In case of discrepancy among the terms and conditions of the buyer order and/or the buyer general conditions of purchase and the present general conditions of sale, the latter shall prevail.

2) 采购订单：买方下达的所有订单在康迈尔机电收到后的7天内视为不可撤销。买方发送给康迈尔机电的任何订单都将是购买产品的要约，除非康迈尔机电接受买方订单，否则不会产生具有约束力的合同。如果买方订单的条款和条件和/或买方的一般购买条件与当前的一般销售条件不一致，以后者为准。

3) PRICES - Prices are always to be intended net of VAT and any other tax and/or charge, ex works (Incoterms 2020) COMER INDUSTRIES unless otherwise agreed in text form, excluding packaging. COMER INDUSTRIES current price list at the time of acceptance of the order for standard products shall apply. For non-standard products, i.e. products manufactured in accordance with the specific requirements of the buyer, prices shall be determined on a case-by-case basis for each individual order independently from those charged for standard products, even if dimensions and/or manufacturing features are similar. COMER INDUSTRIES will not be liable for any error or mistake that may be contained in catalogues, correspondence and any other communication regarding the description, drawings, information and any other information concerning the products. COMER INDUSTRIES reserves the right to change the prices of the products at any time until delivery and relative issue of the invoice. In the event of sudden changes regarding the cost of raw materials, labor, energy consumption and logistics, COMER INDUSTRIES also reserves the right to adjust the prices immediately, even for orders in progress and already confirmed. The supply of spare parts not combined with the shipment of the products is always to be intended ex works (Incoterms 2020) COMER INDUSTRIES, unless otherwise agreed in writing.

Any new or changed taxes, charges and customs duties in relation to the products (including the subsequent non-validity of the long-term declaration for products having preferential origin) will not make the orders placed by the buyer ineffective.

3) 价格：除非以文本形式另行约定，否则价格应始终定义为扣除增值税和任何其他税费和/或费用，不包括包装费的康迈尔机电工厂提货价（《国际贸易术语解释通则2020》）。针对于标准产品，将适用接受订单时康迈尔机电的现行价格清单。对于非标准产品，如根据买方的特定要求制造的产品，价格应不同于标准产品的价格，根据具体情况单独确定，即使产品尺寸和/或制造功能类似。对于产品描述、图纸、信息以及其他产品有关的目录、引用和任何其他通讯中可能包含的任何误差或错误，康迈尔机电概不负责。

康迈尔机电保留随时更改产品价格的权利，直到交付并开具相应发票时为止。即使是正在生产或已经确认的订单，如果原材料、劳动力、能源消耗和物流成本发生突然变化，康迈尔机电也保留立即调整价格的权利。除非另有书面约定，供应的非装配到产品上的备件的供应价格条款始终为康迈尔机电工厂提货价。（《国际贸易术语解释通则2020》）。

与产品相关的任何新增或变更的税收、相关费用及关税（包括随后对具有优先原产地的产品的长期申报无效）都不会使买方下的订单无效。

4) DELIVERY - The terms of delivery of the products are not material and are automatically extended in the following cases each of them is considered as a force majeure event: difficulties in purchasing raw materials on the part of COMER INDUSTRIES and / or its suppliers; production restrictions of COMER INDUSTRIES; strikes, at a national or business level, involving COMER INDUSTRIES or its suppliers; natural disasters; terrorist act; epidemics; war; official measures, particularly bans imposed on deliveries to specific countries. In any case, the liability for simple negligence is expressly excluded.

4) 交付：产品的交付期限并不固定，并在以下每种被视为不可抗力事件情况下自动延长：康迈尔机电和/或其供应商在采购原材料方面遇到困难；康迈尔机电的生产受到限制；涉及康迈尔机电或其供应商的国家或公司层面的罢工；自然灾害；

恐怖主义行为；流行病；战争；官方政策，特别是禁止向特定国家交货。在任何情况下，对简单过失的责任都被明确排除在外。

5) PAYMENTS - Products invoicing will be carried out after delivery. COMER INDUSTRIES may issue cumulative invoices. It is understood and agreed that the terms of payment for the products are in favor of COMER INDUSTRIES and therefore COMER INDUSTRIES will have the right to demand the price payment despite such terms of payment have not expired. The buyer may not under any circumstances and for any reason suspend or delay payments due as a result of the supplies received, nor claim any offsetting against amounts due from COMER INDUSTRIES (including any credit situations arising from the same supply in question). In the event of failure to comply with the terms of payment, regardless of the amount due, COMER INDUSTRIES will have the right to immediately suspend any supply and/or to terminate the supply, without prejudice to any other legal remedy and/or provided for in these General Conditions of Sale.

5) 付款- 产品发票将在发货后开具。康迈尔机电可能会将累积金额开具发票。双方理解并同意，产品的付款期限有利于康迈尔机电，因此康迈尔机电有权要求支付价款，尽管此类付款期限尚未到期。买方收到货后在任何情况下都不得以任何理由暂停或延迟支付到期货款，也不得要求对康迈尔机电的到期款项进行任何抵消（包括因同批次货物而产生的任何信贷情况）。如果未能遵守付款条款，且无论欠付金额为多少，在不损害本一般销售条件所规定的任何其他合法补救和/或规定的情况下，康迈尔机电将有权立即暂停和/或终止供货。

6) RETENTION OF TITLE - Any supply of products is deemed to have been made with retention of title on the part of COMER INDUSTRIES until full payment of the products by the buyer.

6) 所有权保留 - 康迈尔机电保留任何已供应产品的所有权直至买方全额支付货款。

7) RETURNED PRODUCTS - Advance written permission to return allegedly or proven defective products must be obtained from COMER INDUSTRIES customer service department. Such products must be current, catalogued products and must be shipped, transportation prepaid, to the COMER INDUSTRIES specified return location. Returns made without proper written permission will not be accepted by COMER INDUSTRIES.

7) 退货- 必须事先获得康迈尔机电客户服务部门的书面许可，才能退回据说或经证实的缺陷产品。这些产品必须是最新的在售产品，并且必须在运费预付的情况下运输到康迈尔机电指定的退货地点。康迈尔机电不接受未经适当书面许可的退货。

8) WARRANTY - COMER INDUSTRIES warrants that the products supplied are free from defects or only minor defects in design, materials or workmanship that make them unsuitable for their specified use or significantly reduce their value. This warranty is valid for a period of twelve (12) months from the date of commissioning or 2,000 hours of service, whichever comes first, and in any case no later than twenty-four (24) months from the date of manufacture and is exclusively limited to the replacement or repair, at COMER INDUSTRIES unquestionable discretion, of production items which, when delivered, transportation prepaid, to COMER INDUSTRIES premises, are proved to be defective due to construction reasons. Any compensation for direct, indirect or consequential damages is expressly excluded.

The repair of a product within the warranty period is not grounds for extension of the warranty time.

Any complaints relating apparent defects/non-conformity of the products must be notified in written to COMER INDUSTRIES within 10 days from product's delivery. Failing such notification, buyer's right to submit claims for the above-mentioned defects shall be forfeited. Any complaints relating to hidden defects or non-conformity of the products shall be notified in written to COMER INDUSTRIES within 10 days from the discovery of the defects/non-conformity and, in any case, within the warranty period. Failing such notification buyer's right to submit claims for the above-mentioned defects/non-conformity shall be forfeited.

This also applies to all product faults/defects which COMER INDUSTRIES has repaired, against payment, out of the warranty period, it being understood that the warranty for such products will be for two (2) months from the date of commissioning or for 300 hours of service, whichever comes first and, in any case, for no longer than three (3) months from the date of repair.

The warranty also expires immediately if the buyer, without prior written authorization from COMER INDUSTRIES, makes any changes, repairs and, in general, any type of activity modifying the product delivered. Likewise, the warranty expires if the products are used, operated, installed and/or maintained improperly (i.e. not in accordance with the instructions given in the catalogs, in the use and maintenance manual and/or in the construction drawings) or in the event the buyer does not carry out regular maintenance as indicated in the use and maintenance manual. The use and maintenance manual, complete with safety instructions, is available, depending on the type of product, on the COMER INDUSTRIES websites or upon request by email to info@comerindustries.com. Likewise, the claim for defects of quality do not exist insofar the defect is attributable to the implementation of buyer specifications, design, drawings, technical requirements or instructions by COMER INDUSTRIES, or natural wear and tear, or use of unsuitable operating materials. Any further obligation of COMER INDUSTRIES resulting from the supply of defective products or products processed after the sale is expressly rejected, as is, by way of example only, compensation for direct and/or indirect property and/or non-property damage. The warranty right is forfeited in the event the Buyer does not fulfill its payment obligations.

8) 保修-康迈尔机电保证所提供的产品在设计、材料或工艺方面尽可能无缺陷或仅有细微缺陷, 这些细微缺陷不会使其不适合指定用途或显著降低其价值。本保修有效期为自调试之日起十二(12)个月或2000小时服务(以先到者为准), 在任何情况下均不迟于自制造之日起二十四(24)个月, 并且仅限于康迈尔机电毫无疑问地自行决定更换或修理交付时预付运费的生产项目, 康迈尔机电的厂房由于施工原因被证明存在缺陷。明确排除对直接、间接或后果性损害的任何赔偿。

在保修期内对产品进行维修并不能作为延长保修期的理由。

任何与产品明显缺陷/不合格有关的投诉必须在产品交付后10天内以书面形式通知康迈尔机电。如果未发出通知, 买方就上述缺陷提出索赔的权利将丧失。任何与产品隐藏缺陷或不合格有关的投诉应在发现缺陷/不合格后10天内书面通知康迈尔机电, 在任何情况下, 均应在保修期内。如果未发出通知, 买方就上述缺陷/不合格提出索赔的权利将丧失。

这也适用于康迈尔机电在保修期外自费修复的所有产品故障/缺陷, 双方理解, 此类产品的保修期为自调试之日起两(2)个月或服务300小时, 以先到者为准, 在任何情况下, 保修期均不超过自修复之日起三(3)个月。

如果买方在未经康迈尔机电事先书面授权的情况下对交付的产品进行任何更改、维修, 以及通常的任何类型的活动, 则保修期将即刻到期。同样, 如果产品使用、操作、安装和/或维护不当(即不符合目录、使用和维护手册和/或施工图中的说明), 或者买方没有按照使用和维护说明书中的说明进行定期维护, 则保修期到期。根据产品类型, 可在康迈尔机电网站上或应要求通过电子邮件发送至info@comerindustries.com。同样, 如果缺陷是由于康迈尔机电执行买方规范、设计、图纸、技术要求或说明, 或自然磨损或使用不合适的操作材料造成的, 则不存在质量缺陷索赔。康迈尔机电因供应有缺陷的产品或销售后加工的产品而承担的任何进一步义务均被明确拒绝, 仅作为直接和/或间接财产和/或非财产损失的赔偿。

如果买方未履行其付款义务, 保修权将丧失。

9) APPLICATION LIABILITY

9.1 Without prejudice to article 8, COMER INDUSTRIES, will not be liable for any claim however arising for: (i) loss of profits, revenue, goodwill, production, business, anticipated savings or third-party contracts (in each case, whether or not foreseeable); or (ii) for consequential or incidental damages or indirect loss.

9.2 All warranties, representations, guarantees, conditions and terms, whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral, are excluded to the fullest extent permissible by applicable law.

9.3 Representations about the products and directions for their use are made in good faith, but COMER INDUSTRIES will not be liable for such representations.

9.4 COMER INDUSTRIES will not check the accuracy and completeness of information and data given, including specifications and drawings, and any changes made or suggested to them are subject to buyer's validation.

9) 适用责任

9.1 在不影响第8条的情况下, 康迈尔机电将不对以下情况引起的任何索赔负责: (i) 利润、收入、商誉、生产、业务、预期储蓄或第三方合同的损失(在每种情况下, 无论是否可预见); 或(ii) 间接或附带损害或间接损失。

9.2 所有保证、陈述、保证、条件和条款, 无论是法规、普通法、商业惯例或其他方面明示或暗示的, 无论是书面还是口头的, 都在适用法律允许的最大范围内被排除在外。

9.3 关于产品的陈述和使用说明是出于善意作出的, 但康迈尔机电不对此类陈述负责。

9.4 康迈尔机电不会检查所提供信息和数据的准确性和完整性, 包括说明和图纸, 对所做的任何更改或建议均须经买方验证。

10) **QUANTITY ADJUSTMENT** - COMER INDUSTRIES has the right to adjust the quantities ordered to the minimum lot sizes provided for some types of material.

10) 数量调整-康迈尔机电有权将某些类型材料的订单调整订购数量至最小批量。

11) **GOVERNING LAW AND JURISDICTION** – All supplies between COMER INDUSTRIES and the Buyer shall be subject to Chinese law. Any dispute relating to the validity, effectiveness, interpretation, execution and termination of any supply between COMER INDUSTRIES and the Buyer and any other action and/or fact which is associated, connected or, in any way, referable to said supply, shall be submitted to Shanghai International Arbitration Center (SHIAC), for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitration award shall be final and binding on both parties. The language of the arbitration shall be English.

11) 适用法律和管辖 - 康迈尔机电与买方之间的所有供应均适用中国法律。康迈尔机电与买方之间的任何与供应相关的效力、解释、执行和终止有关的任何争议, 以及与所述供应关系相关的行为, 事实, 均由上海国际仲裁中心(SHIAC)根据申请仲裁时有效的SHIAC仲裁规则进行仲裁。仲裁裁决为终局且对双方均具约束力。仲裁语言为英文。

12) **LANGUAGE** – These General Conditions of Sale are written in English and Chinese, both versions have the same legal effect. In case of discrepancy between the two versions, the English version shall prevail.

12) 语言 - 本一般销售条款以英文和中文书就, 两种语言版本效力相同。如两个语言版本理解发生歧义, 以英文版为准。