

销售与交货条款

1. 一般条款

捷仪（上海）气体控制设备有限公司（简称“卖方”）出售的产品和服务（简称“产品”），销售将遵照以下条款和条件（简称为“协议”），任何采购订单、文档或其它通信（简称为“订单”）中若存在与本协议冲突或相抵触的其它条款或条件，均以本协议为准，除非卖方公司以书面形式接受，否则不具有约束力。

2. 订单

2.1任何订单以订单确认函确认后才认定为有效。订单确认函与买方采购订单或承诺若有不一致时，应以订单确认函为准。所有订单（包括但不限于电子采购订单）均为不可取消、不可重新安排、不可更改及不可退货，卖方书面同意的除外。但在此情形下，买方应向卖方全额赔偿其因订单取消而遭受的所有损失、成本、损害和费用。

2.2任何有关产品的信息、说明、图纸以及在产品宣传册、网站中等所包含的技术参数，性能指标等数据资料只具有指示性作用。卖方对其出具的信息只有以书面协议形式并通过书面形式予以保证的情形下才具有约束力。

2.3经核准后的图纸，买方对根据此图纸生产并设计的产品承担相关的责任与义务。

3. 价格

价格可能随时会更改。我们这里的价格仅仅是产品价格，不包含税费、运费、关税及其它任何费用，如产品特殊包装、许可证、所需的费用（统称为“额外费用”）。任何额外费用均由买方自行承担。

4. 付款条件

自发票日期按照卖方书面批准的付款期限内按发票总额付款。对于任何逾期账单，卖方可收取 (i) 按每年 18% 的利率或相关法律所允许的最高金额，从付款到期日到支付日的利息，外加合理的律师费和收账费用。卖方可以在任何时候更改买方的信用条款、要求买方提供财务数据以验证买方的信誉、要求提供银行保函或其它担保，或暂停买方的任何未完成订单。卖方可以将收到的钱款用于清偿买方的任何一笔欠款。如果买方未按本协议规定付款，卖方可以对未完成的交货进行改期或撤销，宣布所有未结账单到期并要求立即付款。

5. 交货条款

5.1交货条件为买方指定地点交货。

5.2 另达成书面协议的订单除外。如由于买方原因而不能按期交货，卖方可以向买方收取仓储费及其他相关费用。由于买方原因交货期延迟累计至60个工作日，卖方有权要求合同立即执行。

5.3 指定的任何交货时间均应视为近似时间，因此不对卖方具有约束力，除非双方就整批货物或部分批次货物有明确固定交货时间。若未明确定交货时间，则应在卖方作好交货准备并通知买方后的合理期限内交付产品。

5.4 如果双方已明确同意交货的固定时间，卖方公司有权将固定交付日延长10个工作日。买方有权自交付延期结束索取取罚金。罚金总额按每延迟一整周计算，收取所延迟货物的协议采购价款的0.5%。延迟罚金最高不能超过协议采购价款的5%。如卖方超过延期交付期60个工作日，买方有权终止合同且即时生效。

5.5 一旦发生卖方经合理主义仍无法避免的事由，双方约定的交货时间可适当予以延长。该事由包括但不限于：不可抗力、政府行为、劳动争议、原材料短缺、能源供应问题或加通阻塞。卖方应及时将该事由通知卖方。在此情形下，买方不承担违反本一般条款的责任。

5.6 除非买方和卖方书面另行书面同意，在交货日或在接到通知后的合理期限内，买方在卖方工厂提取产品，即视为交货。若在订单确认书中另有明确规定，则卖方也可将产品运至买方处。在此情形下，货交承运人即视为交货，托运费由买方承担。自产品运离工厂或卖方获得通知准备提货或运输之时，一切风险由卖方转移至买方处。

5.7 卖方保留部分交货的权利，买方应接受交货，并对交付的产品付款。买方不能因为订单任何部分的延迟交货而取消其它交货。

5.8 任何交付的货物在全额货款、利息及其他费用支付之前，仍为卖方公司所有。买方应采取一切必要措施以保护卖方的财产所有权。非经卖方以书面形式明确同意，买方不得对上述特别权利予以质押、交由第三人代管或将所有权转让至任何第三人。

6. 退货，修理，更换，责任限制

6.1 关于外包装或产品的任何损坏、短缺或其它差异（直观缺陷），买方必须在收到货物后的3个工作日内以书面方式通知卖方，否则，将视买方已经接受了产品。产品非直观瑕疵如果买方不能在交货时间起12个月内通知卖方公司，买方丧失对瑕疵提起投诉的权利。

6.2在获得卖方公司确认后，买方可退货，买方承担退货的运费及运输风险。经过卖方判断后，将采取运费到付的方式将不符合退货条件的产品退给买方。

6.3如果产品被证实非买方的原因引起的瑕疵，卖方公司承诺在合理的时间内对瑕疵货物进行更换或修理，如果卖方公司无法更换或维修瑕疵货物，卖方承担并支付给买方赔偿金，但总金额不得超过争议产品的价格。若上述责任限制被相关法律认定为无效，则在任何情况下，卖方的赔偿总额不得超过 50,000 美元或等值金额。

6.4卖方公司不对买方任何间接损失，包括生产损失，利润损失以及其他相应的经济损失承担任何责任。买方不应追究卖方公司对买方客户或第三方的赔偿责任。

7.不可抗力。

对于超出卖方合理控制范围的原因导致其无法履行本协议项下的义务，卖方将不承担任何责任，例如自然行为、买方的作为或不作为、运营中断、人为或自然灾害、物料短缺、罢工、犯罪行为、交货或运输延迟或无法通过常规来源获得劳力或材料。

8. 产品的使用

买方应遵守制造商或供应商的产品说明书。未按照产品说明要求使用，买方将独自承担此类使用、销售或违反规格的风险。卖方建议买方在使用产品信息前验证一下所有产品信息。所有产品信息如有更改，恕不另行通知。对于产品信息中的任何排字错误或者其它错误及疏忽，卖方概不负责。

9. 电子订单。如果产品采购和销售的任何一部分利用了电子数据交换、买方的内部网站或第三方网站、或其它任何电子方式（“电子采购，销售订单”），本协议将继续适用。买方通过书面方式、电子邮件或其它电子数据交换接受卖方的确认，都将对买方产生约束力。

10. 司法管辖。

10.1. 本协议将遵照接受买方订单的卖方实体所在国家/地区（“管辖国家/地区”）的法律进行适用、解释和执行。管辖国家/地区的法院应拥有管辖权并在该法院进行审判来解决本协议所产生或与本协议相关的所有争端。

10.2本协议只能以书面形式修改，且须由买方和卖方的授权代表签字。



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10.3 卖方未能反对任何文档、通信或买方行为均不被视为对任何本协议中的条款和条件的放弃。

10.4 有任何条款和条件不能执行时不会影响其余的条款和条件。



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Sales and Delivery Terms:

1. General Terms

GCE Gas Control Equipment Co., Ltd. (referred to as the "Seller") will sell products and services (referred to as the "Product") according to the following terms and conditions (referred to as the "Agreement"). If there are other terms and conditions that conflict or contradict with this Agreement in any purchase order, files or other communications (referred to as the "Order"), then this Agreement shall prevail and such terms and conditions shall not be binding unless accepted by the Seller in writing.

2. Order

2.1 Any order shall become valid only after it has been confirmed by the order confirmation letter. In case of inconsistency between the order confirmation letter and the Buyer's purchase order or acceptance, the order confirmation letter shall prevail. No order (including but not limited to, electronic purchase orders) can be canceled, re-arranged, changed or returned, unless the Seller agrees in writing, where the Buyer shall indemnify the Seller against all losses, costs, damages and expenses suffered by the Seller due to cancellation of the order.

2.2 Any information, instructions, drawings about the Product and technical parameters, performance indicators and other data contained in the product brochures and the website are indicative only. The information provided by the Seller can be binding only when it is contained in a written agreement and guaranteed in writing.

2.3 The Buyer shall assume relevant responsibilities and obligations for the products as produced and designed according to the drawings that have been approved.

3. Price

The price may be changed at any time. For the purpose of this Agreement, the price only refers to the price of the Product, and does not include taxes, freights, customs duties or any other expenses, such as the expenses necessary for the special package and permit of the Product (collectively referred to as "Additional Costs"). Any Additional Costs shall be borne by the Buyer on its own.

4. Payment Terms

The payment shall be made based on the total amount shown in the invoice within the payment period as approved by the Seller in writing from the invoicing date. For any late payment bill, the Seller may charge (i) the interests calculated at the annual rate of 18% or the maximum amount as permitted by law for the period from the due date for payment to the actual payment date plus reasonable attorneys' fees and collection costs. The Seller may at any time request to

change the Buyer's credit terms, request the Buyer to provide financial data to verify the Buyer's reputation, request to provide the bank guarantee or other guarantee, or suspend any order of the Buyer that has not been fulfilled. The Seller may use the payment received to repay any arrear owed to the Buyer. If the Buyer fails to make payment according to the provisions of this Agreement, the Seller may change the schedule of the delivery of the products that have not been delivered or cancel such delivery, announce that all bills that have not been settled are due and payable immediately.

5. Delivery Terms

5.1 According to the delivery terms, the goods shall be delivered at the place as designated by the Buyer.



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5.2 Except for the orders that are contained in separate written agreements, if the goods cannot be delivered on schedule due to the Buyer's reasons, the Seller may charge the storage fees and other related expenses against the Buyer. If the delivery has been delayed for 60 working days accumulatively due to the Buyer's reasons, the Seller shall have the right to require that the contract be implemented immediately.

5.3 Any delivery time as designated shall be approximate time, therefore is not binding on the Seller unless both parties provide fixed delivery time for the whole batch of goods or partial batch of goods. If no delivery time is confirmed expressly, the products shall be delivered within the reasonable period after the Seller has prepared for the delivery and notify the Buyer.

5.4 If both parties have expressly agreed on the fixed delivery time, the Seller shall have the right to postpone the fixed delivery date for 10 working days. The Buyer shall have the right to claim for penalty after the extended delivery period ends. The total amount of the penalty shall be calculated on the basis of every whole week postponed, which shall be 0.5% of the agreed purchase price of the goods delayed. The maximum amount of the penalty may not exceed 5% of the agreed purchase price. If the Seller still cannot deliver the goods after 60 working days following the delivery date, the Buyer shall have the right to terminate the contract with immediate effect.

5.5 In the event of causes that are unavoidable although the Seller has paid reasonable attention, the delivery time as agreed upon by both parties may be prolonged appropriately. Such causes include but not limited to force majeure, action of government, labor disputes, shortage of raw materials, energy supply problems or traffic jam. The Seller shall promptly notify the Buyer of such causes. Under such circumstances, the Buyer is exempted from the liability for the breach of these General Terms and Conditions.

5.6 Unless otherwise agreed by the Buyer and the Seller in writing, it shall be deemed as delivery if the Buyer takes the products from the Seller's factory on the delivery date or within the reasonable period after receiving the notice. If otherwise expressly provided in the order confirmation letter, then the Seller may carry the products to the location of the Buyer, under which circumstance, it shall be deemed as delivery when the goods are delivered to the carrier, with the freight borne by the Buyer. All risks shall be transferred from the Seller to the Buyer when the products are taken away the factory or the Seller is notified to prepare for take the delivery of the goods.

5.7 The Seller reserves the right of partial delivery and the Buyer shall accept the delivery and make payment on the products delivered. The Buyer may not cancel other delivery due to the delay in delivery of any part of the order.

5.8 Any goods delivered shall be the property of the Seller before the full price, interests and other costs thereof are paid. The Buyer shall take all necessary measures to protect the ownership of the Seller on the goods. Unless expressly agreed by the Seller in writing, the Buyer may not establish pledge on such special rights, deliver same to a third party for custody or transfer the ownership thereof to any third party.

6. Return, Repair, Replacement, Limitation of Liability

6.1 In case of any damage to, shortage or other differences (visual defects) in the external package or products, the Buyer must notify the Seller thereof in writing within 3 working days after receiving the goods; otherwise, it shall be deemed that the Buyer has accepted the products. If the Buyer cannot notify the



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Seller of the non-visual defects of the products within 12 months from the time of delivery, the Buyer will forfeit the right to make compliant on the defects.

6.2 The Buyer may return the goods only after the confirmation of the Seller has been obtained and shall bear the transport costs and risks arising from the return of goods. Upon the determination of the Seller, the products that do not meet the conditions for return will be returned to the Buyer by the way of payment of freight when the goods are delivered to the Buyer.

6.3 If it is proved that the defects of the products are caused not due to the Buyer's reasons, the Seller warrants that it will replace or repair the defective goods within reasonable period. If the Seller cannot replace or repair the defective goods, the Seller shall bear and pay to the Buyer the compensation, provided that the total amount of the compensation may not exceed the price of the products. If the limitation of liability above is held invalid by relevant law, then under no event may the total amount of compensation paid by the Seller exceed US\$ 50,000 or equivalent amount.

6.4 The Seller will not be liable for any indirect losses of the Buyer, including the production loss, profit loss and other corresponding economic losses. The

Buyer shall not require the Seller be liable for the compensation to the Buyer's customers or third parties.

7. Force Majeure.

The Seller will not be liable for the failure to perform its obligations hereunder due to reasons beyond its reasonable control, such as acts of god, acts or omission of the Buyer, interruption of operation, artificial or natural disasters, shortage of materials, strike, crime, delay in delivery or transportation or inability to obtain labor or materials through conventional sources.

8. Use of Products

The Buyer shall comply with the product instructions of the manufacturer and the supplier. If the products are not used according to such instructions, the Buyer will bear the risks arising from such use, sale or breach of specifications. The Seller suggests that the Buyer verify all information relating to the products prior to the use of such information. No further notice will be provided when any information relating to the products is changed. The Seller will not be liable for any typographical errors or other errors and omissions in the information relating to the products.

9. Electronic order. If any part of the product procurement and sale is conducted through electronic data exchange, the Buyer's internal website or websites of third parties, or any other electronic means ("E-Procurement, Sales Order"), this Agreement shall continue to apply. All confirmations of the Seller as accepted by the Buyer in writing, via e-mail or other electronic data exchange means will be binding on the Buyer.

10. Jurisdiction

10.1. This Agreement will be governed by and interpreted and implemented in accordance with the laws of the country/region where the domicile of the Seller that accepts the order as placed by the Buyer is located ("Governing Country/Region"). The court of the Governing Country/Region shall have the jurisdiction and all disputes arising from or in connection with this Agreement shall be decided and resolved by such court.

10.2 This Agreement can only be modified in writing and shall be signed by the authorized representatives of the Buyer and the Seller.

10.3 The failure of the Seller to object to any files, communications or the Buyer's behavior shall not be



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deemed as the waiver of the terms and conditions of this Agreement.

10.4 In the event that any terms and conditions are unenforceable, the other terms and conditions will not be affected thereby.