

GENERAL TERMS AND CONDITIONS OF SALE of BizLink Technology (Changzhou) Ltd.

(last updated 07/2017)

贸联电子（常州）有限公司一般销售条款（最后更新于2017年7月）

1. Area of application

适用范围

1.1 These General Terms and Conditions of Sale apply to all agreements, contractual declarations, goods supplied and services performed by BizLink Technology (Changzhou) Ltd. (hereinafter "BizLink") unless expressly agreed otherwise. These General Terms and Conditions of Sale also apply to all future goods supplied, services performed or offers placed by BizLink, even if they are not agreed separately once again. These Conditions do not, however, apply to business to consumer contracts.

除非另有明确约定，本一般销售条款适用于所有的协议、合同声明、贸联电子（常州）有限公司（以下简称“贸联”）提供的货物和服务。即使没有再次单独约定，本一般销售条款也适用于贸联公司所有将来提供的货物、服务或发出的要约。但是，本条款不适用于和消费者的合同业务。

1.2 The purchaser's general terms and conditions of business are not applicable, even if BizLink has in individual instances not specifically objected to their application. Even if we do refer to a document that contains or makes references to the purchaser's terms and conditions of business or those of a third party this does not constitute agreement to said terms and conditions being applicable. The same applies to delivery and payments.

买方的一般商业条款不适用，即使在个别的情况下，贸联没有明确地反对其适用。即使我们引述包含或提及买方的商业条款的文件或者第三方的文件，这也不构成适用上述条款的约定。同样的情形也适用于交付和付款。

2. Conclusion of contract / Delivery

合同的订立/交付

2.1 Supply contracts (order placement and acceptance) must be concluded in writing. So far as understandings and agreements were reached in other form in individual cases, these must be confirmed in detail and in writing without delay. Orders must correspond with BizLink's offers or contain specific mention of any modification.

供应合同（订单下达和承诺）应该以书面形式订立。如果在个别情形下，双方以其他的形式达成了谅解和协议，必须毫不迟延地作出详细的书面确认。订单必须和贸联公司的要约一致，或者明确提出任何修改的部分。

2.2 Call-offs must be scheduled and accepted by the purchaser within six months of the conclusion of the agreement or order confirmation from BizLink, unless otherwise agreed. On expiry of the acceptance period or if the purchaser does not use an agreed call-off within six months following the placing of an order, BizLink shall be entitled, after the expiry of a grace period of two weeks, to demand immediate acceptance and payment of the goods, to withdraw from the contract or to demand damages due to non-fulfilment, at the option of BizLink.

除非另行约定，买方必须在协议订立之日起或贸联确认订单之日起六个月内，通知并接受送货。如果接受期限截止或者买方在下达订单之后的六个月内没有通知送货，贸联有权，在两周的宽限期到期之后，选择要求买方立即接受货物并支付货款，或者解除合同，或者要求买方赔偿不履行本合同所造成的损失。

2.3 If circumstances emerge following the conclusion of the contract that justify doubts about the purchaser's creditworthiness, BizLink shall be entitled to suspend its performance and determine an appropriate period during which the purchaser must either provide payment in concurrent performance against delivery or furnish collateral. Once this period has fruitlessly expired, BizLink shall be entitled to withdraw from the contract or demand advance payment. In the event of a withdrawal the purchaser shall not be entitled to any claims due to non-performance.

如果在合同订立之后，出现可以对买方的信用产生合理怀疑的情况，贸联有权中止履行，并确定一段合理的期限，在此期限内买方必须在货物交付的同时支付货款，或者提供保证。如果在这段期限内，买方没有采取有效措施，贸联有权解除合同，或者要求预付款。如果在此情形下合同被解除，买方无权因未履行本合同而提出任何主张。

2.4 The delivery periods stated determine roughly the time of delivery ex works following fulfilment of all production conditions, provided that no binding delivery periods were agreed. BizLink offers no guarantee of a specific transportation period.

如果没有约定具有约束力的交付时间，所称的交付时间指的是在生产完成后大致的工厂交货的时间。贸联对具体的运输期限不作任何保证。

2.5 Adherence to agreed delivery periods presumes the timely performance of participation duties incumbent upon the purchaser (in particular, the receipt of all documents, plans, drawings, data, supplies of materials, required permits and approvals) to be supplied by the purchaser together with compliance with the agreed terms and conditions of payment and other obligations by the purchaser. If these conditions are not fulfilled on time, the deadlines shall be extended appropriately; this does not apply if BizLink is responsible for the delay.

遵守约定的交付时间，是以假定买方及时履行其所应当承担的配合义务（特别是，接收所有文件、计划、图纸、数据，提供材料、所需要的许可和批准），以及买方按照约定履行付款义务等其他义务为基础的。如果买方没有按时履行上述条款，截止日期应予以适当地推迟；但是如果该延迟是贸联所造成的，本条款不适用。

2.6 Acts of God, industrial disputes, unrest, official measures and other unforeseeable, inevitable and serious events (collectively "force majeure") absolve the contracting partners from their obligations for the duration of the disturbance and the scope of their effect. Force majeure relating to a BizLink supplier and any delays in delivery on the part of BizLink caused thereby are to be regarded as equivalent to immediate force majeure. This also applies if these events occur at a time when the contracting partner in question is already in arrears, unless the contracting partner has caused the preceding delay or default deliberately or through gross negligence. The contracting partners are obliged to provide the requisite information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances according to the requirements of good faith. If delivery becomes impossible due to force majeure, BizLink's duty of delivery shall cease. In such cases the purchaser shall not be entitled to claim damages.

天灾、劳资争议、动乱、政府措施和其他无法预见、不可避免的严重事件（合称为“不可抗力”）免除合同各方在不可抗力期间，受不可抗力的影响而不能履行合同的义务。贸联供应商的不可抗力，如果导致了贸联一方延迟交货，则该不可抗力应视为直接的不可抗力。除非合同方已经造成了在先的延迟或故意不履行义务、或因重大过失不履行义务，上述条款也适用于遭受不可抗力影响的合同方是在已经延迟之后再发生不可抗力情形。合同方应当立即在合理范围内提供必要信息，并且依据诚实信用的要求，根据变更后的情形调整义务。如果因为不可抗力，交付已经无法实现，贸联的交付义务应当终止。在这样的情形下，买方无权主张损害赔偿。

2.7 If BizLink is in default with effecting delivery or performing other services or duties consistent with the respective agreed time schedules. BizLink shall be liable only for damages caused directly by delay which is to be considered as foreseeable in line with the customs of the trade. To the extent that BizLink does not act deliberately or grossly negligent, BizLink shall be liable only up to the amount of the order value of the relevant individual order. Liability for production downtime, lost profit and for all indirect damages caused by delay and for all other consequential damage or loss and pecuniary loss shall be excluded. This does not apply in cases of gross negligence or wrongful intent.

如果贸联没有根据约定的日程安排履行交付义务或提供其他服务或履行其他义务，贸联只对因延迟造成的直接损害，并在根据贸易惯例可以预见的损失范围内，承担责任。只要贸联没有故意或重大过失，贸联承担的责任限于相关的单个订单的订单金额。对于生产停工期的责任，因延迟所造成的利润损失和所有的间接损害，所有其他的连带损害或损失以及金钱损失，贸联公司不承担责任。这不适用于存在重大过失或故意的情形。

2.8 If the purchaser is in default of acceptance, BizLink shall be entitled to charge the purchaser the storage costs incurred - starting one month after the advice of readiness for dispatch - but at least 0.5% of the invoice amount for every month commenced, up to a maximum of 5% of the agreed price for the goods with which the purchaser is delayed. The purchaser shall be entitled to prove that damage or decrease in value has not occurred or is less than the lump-sum. BizLink reserves the right to prove greater loss and to claim for it.

如果买方没有接收货物，贸联有权要求买方支付发生的仓储费——自通知准备发货后的一个月后起算——不少于每月伊始发票额的0.5%以上，且最高不超过对买方延迟接收的货物约定价款的5%。买方有权证明没有损害或价值没有减少，或者损害或损失低于索赔的一次付清的金额。贸联保留证明更大的损失并主张赔偿的权利。

- 2.9 All measures required to import the goods underlying the supply agreement into the purchaser's country, such as obtaining import licences and foreign exchange permits, shall be taken by the purchaser independently and in good time. Where the purchaser gains knowledge of circumstances that prevent an import, the purchaser shall inform BizLink thereof immediately. If the procurement of the requisite import documents is in doubt, BizLink shall be entitled to withdraw from the contract after setting a further two-week period.

供应协议项下的货物进口到买方的国家所需采取的所有措施，例如获取进口证和外汇许可，应该由买方单独、及时履行。如果买方得知禁止进口的情形，买方应该立即将此情形通知贸联。如果无法确定是否可以取得必要的进口文件，贸联有权在设定两周的宽限期之后解除合同。

- 2.10 For shipments to European Union countries the purchaser shall be obliged to quote BizLink the purchaser's VAT number at the time the order is placed. If the purchaser fails to stipulate this number to BizLink or if the number is incorrect, BizLink shall be entitled to claim damages. The same applies if the purchaser fails to make available to BizLink the necessary confirmations of transportation and of the final destination (certificate of delivery) immediately following receipt of the goods. The defence of contributory negligence shall be excluded; in particular, BizLink shall not be obliged to check or have checked for accuracy a VAT number it has received.

对于出口到欧盟国家的货物，买方应该在订单下达时将买方的增值税号告知贸联。如果买方没有向贸联告知上述号码，或者所告知的数字不正确，贸联有权要求损害赔偿。如果买方在接收货物之后，没有立即向贸联对运输和最终目的地（交付证明）予以必要确认，本条款也同样适用。混合过错的抗辩理由已被排除在外；尤其是，贸联在收到增值税号后，没有核查或核对准确性的义务。

- 2.11 For exports to countries outside the European Union the purchaser shall be obliged to make available to BizLink the proof required in accordance with applicable fiscal provisions immediately following delivery of the goods. If the purchaser fails to comply with this obligation, BizLink shall be entitled to claim damages.

对于出口到欧盟以外国家的货物，买方应当在交付货物之后立即向贸联提供根据所适用的财税规定所要求的证明文件。如果买方没有按约履行义务，贸联有权要求损害赔偿。

- 2.12 BizLink shall be authorised to part shipments and part performance provided that this is acceptable to the purchaser. Excess deliveries or short deliveries customary in the trade and totalling up to 10% of the contract amount are not considered a defect and must be accepted by the purchaser. Invoicing shall take place in accordance with the quantities actually delivered.

只要买方接受，贸联有权分批运输和分次履行义务。在贸易中通常发生的实际交货量多于或者少于合同量，且不超过合同量10%，不应被认定为瑕疵，并且买方必须接受。发票应当根据实际交付的数量开具。

3. Prices and payment

价格和付款

- 3.1 All prices are based on the level of costs prevailing at the time the order is placed. If the agreed delivery takes place 4 months after the order is placed and if the cost of material, wages and other costs have increased by then, BizLink shall be entitled to levy appropriate charges to bring the original price quotation in line with the cost increases.

所有的价格都是基于订单下达时的价格水平。如果约定的交付发生在订单下达的4个月之后，并且如果那时材料成本，工资和其他费用增加了，贸联有权要求收取适当的费用，以根据成本的增加调整原来的报价。

- 3.2 Prices are EXW BizLink (Incoterms 2010) plus the applicable VAT. Unless otherwise agreed, packaging and freight costs shall be at the expense of the purchaser.

价格为工厂交货贸联价（2010年国际贸易术语解释通则）加上按照规定缴纳的增值税。除非另有约定，包装费和运输费用应当由买方承担。

- 3.3 Empties, particularly packaging such as spools, drums and barrels etc. ("empties") shall be invoiced separately and must be paid for by the purchaser at the same time as payment for the delivered goods is made. Ownership of the empties shall pass to the purchaser on full payment. The purchaser shall be entitled to return empties in perfect, clean and reusable condition to the supplying plant of BizLink within six months from the invoice date at the purchaser's own cost and risk. In this case the purchaser shall be reimbursed in full for the purchase price of the empties. BizLink does not accept return of disposable packaging.

对于空容器，尤其是例如线轴、鼓和桶等的包装物（“空容器”），应该单独开具发票，买方应当在支付已交付货物的同时支付空容器费用。在完成全额付款之后，空容器的所有权转移给买方。买方可以从发票开具之日起的六个月内，由买方自担费用和风险，将无瑕疵的、清洁的、可以重新使用的空容器，退还给贸联的供应工厂。在该情形下，空容器的购买价格将被全额退还给买方。贸联不接受不可回收包装物的返还。

- 3.4 In the event that BizLink and the purchaser, by derogation from 3.3 above, agree that the empties be borrowed to the purchaser, the purchaser shall return the empties to the BizLink supplying plant within six months of the invoice date at the purchaser's own cost and risk. In the event of damage to the empties caused by the purchaser, BizLink shall be authorised to demand compensation for the repair costs incurred. The same shall apply with regard to the cost of any cleaning required. If the empties have become unusable as a result of the damage or if repair does not make economic sense according to BizLink's reasonably justified discretion, the purchaser shall compensate BizLink for the value of the empties. If the empties are not returned within the period stipulated, BizLink shall be entitled, after setting a grace period of two weeks, to invoice the purchaser for the value of the empties. The empties shall pass into the purchaser's ownership on full payment.

如果贸联和买方，不适用上述第3.3条，同意把空容器借给买方，买方应该在开具发票之日起的六个月内，由买方自担费用和风险，将空容器退还给贸联供应的工厂。如果买方对空容器造成了损坏，贸联有权要求补偿已发生的修理费用。这同样适用于任何需要清理的费用。如果因为损坏，空容器不可以重新使用，或者根据贸联合理正当的判断，修理在经济上不合理，买方应该补偿贸联空容器的价值。如果空容器在规定的期限内没有退还，贸联有权在设定两周的宽限期后，向买方开具对空容器价格的发票。在全额支付后，空容器的所有权即转移至买方。

- 3.5 Tool costs shall be invoiced separately without the purchaser thereby acquiring any rights to the tools.

对工具费用应该单独开具发票，买方并不因此取得对工具的任何权利。

- 3.6 Promises of discounts shall be subject to the proviso of all due amounts being settled. BizLink shall only accept bills of exchange as conditional payment subject to agreement. Any expenses shall be borne by the purchaser.

折扣的承诺是以结清所有已到期的款项为条件的。仅在约定的情况下，贸联才接受汇票作为付款方式。所有费用应当由买方承担。

- 3.7 The purchaser can only offset payments against counterclaims or withhold payments due to such counterclaims that have been either uncontested or finally and non-appealably established.

除非买方的反诉是无争议的或者是最终的不可上诉的，买方才可以抵消或扣留付款款项。

- 3.8 Credit notes and reimbursements do not constitute acknowledgement of fault or acknowledgement of a legal obligation.

贷项通知和退款不构成对错误的承认，或对法律义务的承认。

4. Terms of freight

运输条款

- 4.1 Unless otherwise agreed, the risk shall generally pass to the purchaser once the goods leave the works or the purchaser has been notified that the goods are ready for dispatch. At the request and cost of the purchaser BizLink shall conclude insurance as demanded by the purchaser.

除非另有约定，通常情况下，在货物离开工厂或买方被告知货物已经准备好发货时，风险应转移到买方。在买方提出要求并由买方支付费用的情况下，贸联应按照买方的要求购买保险。

- 4.2 The choice of the delivery route and means of transport shall be at the discretion of BizLink, there being no guarantee that the cheapest shipping method will be used. If the purchaser demands a different shipping method, the additional cost shall be borne by the purchaser.

贸联自行决定交付路径和运输方式的选择，对于是否使用最便宜的船运方式，贸联不作任何保证。如果买方要求使用一种不同的船运方式，应由买方承担额外的费用。

4.3 Delivery in accordance with clauses CIF, CIP or CFR (Incoterms 2010) shall take place only for goods whose value per single shipment is EUR 5,000 or more. Except in cases of agreed CIF or CIP delivery, the consignment will only be insured against transport damage at the request of the purchaser and at the purchaser's expense.

只有对单批船运货物价值是5,000欧元以上的货物才是根据CIF, CIP或CFR条款(2010年国际贸易术语解释通则)交付。除了同意按CIF或CIP条款交付以外,只有在买方要求并且由买方承担费用的情况下,才对货物交付的运输损坏购买保险。

4.4 In the event of shipment of goods by sea, consignments with a value of goods less than EUR 5,000 shall only be dispatched "FOB" (Incoterms 2010) Chinese port. The same applies to part shipments, provided that they have been agreed with the purchaser. Consignments with a goods weight of less than 50 kg shall be dispatched only EXW (Incoterms 2010) regardless of the value of the goods.

如果是海运,对于少于5000欧元的货物交付,只应该使用FOB条款(2010年国际贸易术语解释通则)中国港。如果已经和买方达成一致,这也同样适用于部分海运。对于少于50千克的货物的交付,不管其货物价款多少,都只应该以EXW(2010年国际贸易术语解释通则)条款交付。

4.5 If unforeseen events occur, such as threat of war, the breakout of armed conflict, closure of shipping lanes and similar events of force majeure, BizLink shall be entitled to charge any increases in freight and insurance costs resulting from this to the purchaser.

如果发生了不可预见的事件,例如战争的威胁、武装冲突的爆发、航道的封锁以及不可抗力的类似事件,贸联有权要求买方承担因此增加的运输费和保险费。

5. Retention of title

所有权保留

5.1 The goods shall remain in the ownership of BizLink until all present and future claims from the business relationship with the purchaser have been fulfilled. The purchaser shall be obliged to store the goods separately. The retention of title shall cover the accepted balance, provided that BizLink books amounts receivable from the purchaser in current account (current account retention of title clause).

在与买方的商业关系中现有的和将来的债权都已实现之前,贸联保留对货物的所有权。买方应单独储存货物。所有权的保留应当包括认可的结算余额,只要贸联的账目科目里记有来自买方的应收款(现金账户所有权保留条款)。

5.2 The purchaser shall perform any processing for BizLink without this resulting in any obligations for BizLink. Any co-ownership shares accruing to the purchaser from the mixing together or combination of goods subject to retention of title shall be transferred by the purchaser to BizLink in advance on acceptance of the goods that are subject to retention of title. The purchaser shall hold the manufactured goods or aggregate assets in trust for BizLink.

买方为贸联加工货物不构成贸联任何形式的义务。如果买方将所有权保留的货物与其他物品混合或结合,新货物的共同所有权应在买方接收所有权保留的货物时将转移给贸联。买方应代贸联保管生产的货物或共同财产。

5.3 The purchaser can dispose of the goods subject to a retention of title and the items resulting from their processing only subject to retention of title and must not impair the retention of title of BizLink by any transactions in rem (e.g. conditional bill of sale or pledge). BizLink may revoke the purchaser's resale authorisation regarding the goods owned or co-owned by BizLink at any time and demand furnishing of collateral if the purchaser fails to meet his payment obligations in due form.

买方可以处置所有权保留的货物,和经加工但所有权保留的物品,但不得因为所有权转让(例如有条件的财产转让证书或质押)而损害贸联的所有权保留。如果买方未能按照约定的形式履行付款义务,贸联可以在任何时候,从买方撤回关于贸联所有或共同所有的货物的转售授权并可以要求提供担保。

5.4 BizLink must be notified in writing and without delay of any actual or legal recourse by third parties to the goods subject to retention of title, any damage to or loss of these goods.

如果出现第三方对所有权保留的货物的任何实际的或法律的追索,任何该等货物的损坏或灭失,买方应当以书面形式、毫不延迟地通知贸联。

5.5 All claims accruing to the purchaser from the resale or for other legal reasons with regard to the goods subject to retention of title (including any balance demands from current account) shall be assigned by the purchaser to BizLink in advance. If the goods subject to retention of title are disposed of together with other items not belonging to BizLink or if they are included in works deliveries, the assignment shall only apply in the amount of the invoice value of the goods subject to retention of title. The purchaser shall be obliged revocably to collect the claims assigned to BizLink for BizLink's account in the purchaser's name. The collection authorisation may be revoked at any time if the purchaser fails to meet his payment obligations in due form.

买方因转售或其他与所有权保留货物有关的法律原因(包括对现金账户的余额支付请求)而产生的追索权应事先转让给贸联。如果所有权保留的货物和其他不属于贸联的货物一并处理,或者其被包括在工程交付中,转让只适用于所有权保留的货物的发票金额。买方有义务以自己的名义,替贸联追索已转让给贸联的应收款项。如果买方未能以适当的方式履行付款义务,贸联可以在任何时候撤回收取款项的授权。

5.6 Provided that the realisable value of this collateral exceeds the BizLink claims to be collateralised by more than 10%, BizLink shall release collateral at the demand of the purchaser at the option of BizLink.

如果担保物的变现价值超过了贸联的主张额的10%,贸联可以自行选择,按买方要求释放担保物。

6. Default

违约

6.1 The purchaser is in default if he fails to pay as agreed within 14 days of receipt of the invoice.

如果买方在收到发票之后的14天内,没有按照约定付款,买方构成违约。

6.2 In the event of the purchaser being in default, the claims made against him by BizLink from the underlying legal transaction shall fall due for payment in cash immediately, regardless of bills of exchange accepted or deferred payment terms agreed.

如果买方违约,贸联基于合法交易而对买方享有的债权将立即到期,买方应当立即以现金的方式付款,而不论已接受汇票方式或者已约定了延期付款。

6.3 The purchaser shall grant BizLink a right of lien to the material left with the purchaser for the execution of the order and to the claims replacing it in order to secure all present and future claims from the business relationship with the purchaser. If the purchaser is in default or if credit has expired, BizLink shall be entitled to effect the sale of the pledged material at the market price quoted on the London Metal Exchange or, if not traded, at the average German market price on the day of overdue payment or credit expiry.

买方应同意贸联对材料享有留置权并有权要求替换材料,以确保订单的执行,以及与买方的商业关系中产生的贸联所有的目前的和将来的债权。如果买方违约,或者信用终止,贸联有权以伦敦金属交易所的市场报价出售留置的材料,如果不是通过买卖,则以逾期付款或信用终止之日德国平均市场价格变卖。

7. Warranty claims

保证

7.1 The purchaser shall examine the delivered goods immediately on receipt. Claims due to a quantity defect or an obvious deficiency of the goods must be asserted by the purchaser within two weeks of their receipt. In the case of deliveries per sample or specimen, warranty claims - including claims for hidden defects - shall be excluded if the delivered goods correspond to the sample or specimen. To the extent that a deficiency is due to the material delivered by the purchaser, no warranty claims shall be permitted.

买方应该在收到货物之后立即验收交付的货物。对于因为货物数量短缺或明显缺陷产生的索赔,买方应当在收到货物之后的两周内提出。如果按样品或样本交付,交付的货物和样品或样本一致的,基于保证而提出的索赔——包括对隐蔽瑕疵的索赔——应当排除。如果瑕疵是因买方提供的材料造成的,不提供保证。

7.2 All warranty claims presuppose that the defect is reported to BizLink without delay once it has been established, before processing, either in writing or electronically, and that a specimen of the goods that are the subject of the complaint is sent. Damage in transit must be noted on the bill of lading and the delivery note and must be confirmed by the driver with a signature.

所有基于保证而提出的索赔，是以假定在发现瑕疵之后，在处理之前，买方以书面或以电子方式毫不延迟地报告给贸联，并且索赔的货物的样本已经发送给贸联为前提的。在运输过程中发生的损坏必须在提单和交付单据中注明，并且必须由驾驶员签名确认。

- 7.3 In the event of a defect as to quality or title within the period of limitation for warranty claims in accordance with 7.5 below, BizLink shall, at its own discretion, either restore the contractual status of the goods or provide a substitute to the contractual place of delivery free of cost and freight against return of the deficient goods. Any claims by the purchaser for the expenditure required for the purposes of subsequent performance to correct defects, particularly costs of transit, infrastructure costs, wage costs and cost of materials, shall be excluded where the expenditure increases because the goods were afterwards shipped to a place other than the contractual place of delivery. Replaced goods shall become the property of BizLink. Should the remedy of the defect or substitute delivery fail, the purchaser can withdraw from the single order contract in question or assert a reduction in payment. Further claims, particularly claims for consequential damage or loss, shall be excluded, unless in the case of (i) wrongful intent or gross negligence by the owner, executive officers or vicarious agents, (ii) injury to life, body or health, (iii) a breach of a contractual duty, the fulfilment of which in the first place enables due performance of the contract and the fulfilment of which the contracting partner can usually rely upon (cardinal duty), (iv) mandatory liability according to the product liability legislation or (v) BizLink has provided a guarantee of quality or durability. In the event of a violation of a cardinal duty any claims for damages shall be limited to the damages which have been foreseen or ought to be foreseen when BizLink concluded the respective contract.

如果根据下文第7.5条款，对于在保证期内发生的关于质量或所有权的瑕疵，贸联应自行决定，或者修复货物至合同规定的情形或者免费提供替代物到合同约定的交付地点并取回有瑕疵的货物。买方提出的为了修补缺陷而产生的费用，特别是运输费用，基础设施费，工资和材料费，如果是因为后来将货物运到非合同约定的交付地点的其他地方而增加的费用，应被排除。替换下的货物应当为贸联的财产。如果瑕疵的修补或替代物的交付无法实现，买方可以解除存在争议的单个订单或者主张减少价款。其他的索赔，特别是对连带损害或损失的索赔，应被排除，除非（i）所有者、执行人员或代理人存在故意或重大过失，（ii）对生命、身体或健康的损害，（iii）违反合同义务，而该义务的完成是按约履行前提，且该义务的履行是合同方通常可以信赖的（主要义务），（iv）根据产品责任立法规定的强制义务，或者（v）贸联已经对质量或耐久性作出了保证。如果违反了主要义务，对损害的索赔应当限于贸联在签署该合同时已经预见或应当预见的损害范围。

- 7.4 To the extent to which BizLink has issued a guarantee of quality or durability regarding the delivery or parts thereof, BizLink shall be liable within the scope of the guarantee. BizLink shall be liable for any loss or damage to the delivery that is based on the absence of the guaranteed characteristics or guaranteed durability and which does not occur directly at the delivered goods, but only if the risk of such loss or damage is manifestly covered by the guarantee.

如果贸联已经对交付部分或部分的交付部分，出具了一份关于质量或耐久性的保证，贸联应该在该保证的范围内承担责任。如果丧失了保证的特性或保证的耐久性，即使交付的货物没有遭受直接的损害或灭失，但该等损害或灭失的风险已明确包含在保证中，贸联应对上诉交付的损害或灭失负责。

- 7.5 All warranty claims by the purchaser shall become statute-barred on expiry of the period of limitation for warranty claims of 12 months from the date of delivery.

所有买方基于保证条款提出的索赔在交付之日起12个月的保证期终止后不得主张。

8. Property rights

财产权利

- 8.1 Unless otherwise agreed, BizLink shall be obliged to make delivery solely in the country where the place of delivery is located, free of industrial property rights and copyright of third parties (hereinafter "property rights"). Provided that a third party has asserted justified claims for the infringement of property rights against the purchaser as a result of deliveries that were made by BizLink and were used in accordance with the contract, BizLink shall be liable to the purchaser within the period stated in 7.5 above, as follows:

除非另有约定，贸联应只负责将货物交付到交付地点所在国家，该国不存在第三方的工业产权和著作权（以下简称“财产权利”）。如果第三方因为贸联依据合同的交付行为，已经向买方提出了侵犯财产权利的合理主张，贸联应当在上述7.5条写明的期限内对买方承担责任，如下：

- 8.1.1 BizLink will, at its option and cost, obtain a right of use for the relevant deliveries, change them in such a way that the property right is not infringed or exchange them. If BizLink is not able to do this at appropriate conditions, the purchaser shall be entitled to exercise the statutory rights of withdrawal or to assert a reduction of payment.

贸联可以自行决定，自担费用取得相关交付货物的使用权，改变货物以使其不再侵犯财产权利或替换货物。如果贸联无法在适当的条件下处理，买方有权行使解除权或主张减少价款。

- 8.1.2 BizLink's duty to pay damages shall be governed by 7.3 above.

贸联损害赔偿的义务应遵守第7.3条。

- 8.1.3 The above-mentioned obligations of BizLink exist only to the extent that the purchaser informs BizLink in writing and without delay about the claims asserted by the third party, that the purchaser does not acknowledge an infringement and that all defensive measures and settlement negotiations are reserved to BizLink. If the purchaser discontinues use of the goods or services delivered in order to minimise damage, the purchaser shall be obliged to point out to the third party that discontinuation of use does not entail acknowledgement of an infringement of property rights.

只有在买方将第三方提出的主张毫不延迟地以书面形式通知贸联，而且买方对侵权不予认可，并将所有抗辩措施和和解谈判保留给贸联的情况下，贸联的上述义务才存在。如果买方为了使损害最小化，不再继续使用交付的货物或提供的服务，买方应向第三方指出不继续使用不构成对侵犯财产权利的承认。

- 8.2 Claims by the purchaser are excluded to the extent that the infringement of property rights has been caused by the purchaser.

如果侵犯财产权利是由买方造成的，买方不得索赔。

- 8.3 Claims by the purchaser are furthermore excluded to the extent that the infringement of property rights has been caused by specific requirements stipulated by the purchaser, by use which could not be foreseen by BizLink or by the delivery being used by the purchaser in a different way or together with products not supplied by BizLink.

如果侵犯财产权利是出于买方规定的具体要求，或是以贸联无法预见的方式使用交付的货物，或者出于买方以另一种不同的方式使用交付的货物或者买方不与贸联提供的产品一并使用而造成的，则买方也不得索赔。

- 8.4 If property rights by third parties are infringed where deliveries are based on drawings or other information provided by the purchaser, the purchaser shall be obliged to exempt BizLink from all claims.

如果交付的货物侵犯财产权利是因买方提供的图纸或其他信息所造成的，买方应当使贸联免于所有的索赔。

- 8.5 If other legal defects apply, the provisions of 7.3 above shall apply by analogy.

如果适用其他法律上缺陷，上述第7.3条的规定应当类推地予以适用。

- 8.6 Any claims by the purchaser against BizLink and its vicarious agents that go beyond the claims provided for in this section 8 shall be excluded.

所有买方对贸联和其代理人提出的超出本第8部分的规定范围的索赔，应被排除。

9. Social responsibility

社会责任

- 9.1 For BizLink it is of essential importance that social responsibility be taken into account in the context of supply relationships and in the course of commercial activity. This applies equally with regard to BizLink's own employees, employees of contracting partners and customers as well as society as a whole. Accordingly, BizLink has issued a Declaration on Social Rights and Industrial Relations at BizLink (BizLink Social Charter). Regardless of this, however, it must be the stated objective for BizLink and the purchaser to observe and act in accordance with the principles of the UN Global Compact (Davos, 01/99).

贸联非常重视在供应关系背景下和在商业活动过程中的社会责任。这对贸联自己的员工，承包方的员工、客户及其整个社会同样适用。因此，贸联发布了关于贸联社会权利和产业关系的宣言（贸联社会宪章）。尽管如此，但是，遵守和实施联合国全球契约（达沃斯，01/99）的原则是贸联和买方声明的目标。

9.2 The following principles are particularly important: respect of human dignity and human rights, prohibition of child labour, prohibition of forced labour, prohibition of discrimination, observance of the freedom of association and of the pertinent national standards on remuneration, working hours as well as health and safety, protection of the environment and combating corruption.

下述的原则尤其重要: 尊重人类尊严和人权的, 禁止使用童工, 禁止强迫劳动, 禁止歧视, 支持结社自由, 遵守有关报酬、工作时间、健康和安全管理方面的相关国家标准, 保护环境, 反对腐败。

9.3 Any serious violation or repeated violations by the purchaser of the principles set out in 9.2 above shall make it impossible for BizLink to continue the supply relationship. In such a case, BizLink shall be entitled to terminate both individual contracts and master agreements with the purchaser without notice for serious reason.

如果买方严重违反或屡次违反上述第9.2条所列出的原则, 贸联将无法继续维持供应关系。在这样的情况下, 贸联有权在没有给出通知的情况下, 因严重违约终止和买方的单个合同和主协议。

10. Confidentiality

保密

The purchaser undertakes to treat as trade secrets (i) all commercial and technical information that is not in the public domain and (ii) other information marked as "confidential" or bearing a note to that effect or (iii) information that is to be viewed as confidential depending on the circumstances (hereinafter "confidential information") of which the purchaser becomes aware as a result of the business relationship with BizLink. The purchaser shall be obliged not to pass on confidential information to third parties without prior consent from BizLink and to protect this information from unauthorised access by third parties. The obligations under the present section 10 shall also apply beyond the termination of the contract. The purchaser shall also oblige his employees accordingly.

买方承诺将下述因为和贸联的商业关系而知晓的内容视为商业秘密: (i) 所有不属于公共领域的商业和技术信息, 和 (ii) 其他注明“保密”或带有相同标注效果的信息, 或者 (iii) 根据情形, 该信息应当被视为秘密信息 (以下简称“保密信息”)。买方在没有得到贸联事先同意的情况下, 不得将保密信息披露给第三方, 并且应当保护该保密信息不让未经授权的第三方获得。合同终止之后, 本第10条项下的义务仍然适用。买方也应当因此约束其员工。

11. Place of performance, place of jurisdiction, arbitration

履行地点, 管辖地, 仲裁

11.1 The place of performance, including for liabilities from bills of exchange, shall be the registered office of BizLink.

履行地, 包括汇票项下的义务, 为贸联的注册地址。

11.2 Any difference, dispute, controversy or claim arising out of or relating from any provision herein or on the making and validity of this contract and any breach thereof including actions arising from bills of exchange or cheques shall be settled by arbitration to be held by China International Economic and Trade Arbitration Commission ("CIETAC") in Shanghai, in accordance with its arbitration Rules by three (3) arbitrators in accordance with the said Rules. Each Party shall nominate one (1) arbitrator. The third arbitrator, who will act as chairman of the Arbitral Tribunal and who must be a lawyer, shall be appointed by the other arbitrators. The language of the arbitration shall be English. The arbitration shall be final and binding upon the parties. The place of arbitration shall be Shanghai and the place of oral hearing shall be the registered office of BizLink.

因本条款产生的或与本条款有关的, 或者有关本合同的制定、效力的, 以及有关违约的任何分歧、纠纷、争议或索赔, 包括因汇票或支票产生的索赔, 应当由中国国际经济贸易仲裁委员会 (“贸仲委”) 按照该会的仲裁规则, 由三名仲裁员在上海进行仲裁解决。双方各指定一 (1) 名仲裁员。第三名仲裁员, 即本仲裁庭的首席仲裁员, 必须是一位律师, 应由其他的仲裁员选定。仲裁语言应为英语。仲裁裁决结果是终局的, 对双方均有约束力。仲裁地点在上海, 开庭审理的地点为贸联的注册地。

12. Choice of law

法律的选择

The law of the People's Republic of China shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall be excluded.

专属适用中华人民共和国法律。1980年4月11日的联合国国际货物销售合同公约在此不适用。

13. Miscellaneous

其他规定

13.1 Assignments of any of the purchaser's rights and duties under the contract concluded with BizLink shall require the written consent of BizLink to be valid. This does not apply in matters relating to claims for payments.

与贸联签署的合同项下的买方任何的权利和义务的转让, 都需要贸联的书面同意才有效。但这不适用于有关付款主张的事项。

13.2 If one of the provisions of these Terms and Conditions and of additional agreements reached is or becomes null or void, this shall not affect the validity of the other provisions and the contract.

如果本条款或达成的其他额外协议的任一规定被认定为或成为无效, 不影响其他规定和合同的有效性。