

**STANDARD TERMS & CONDITIONS OF SALE**  
(since October 2019)

标准条款及销售条件  
(自 2019 年 10 月起)

**§ 1 Scope**

The following standard terms and conditions of sale apply to and are deemed to be incorporated in all Contracts between Ningbo Ledeshi Electrical Equipment Co., Ltd. (the "Seller") and a Buyer for the sale and the supply of services, equipment, products and materials (the "Goods") unless the contrary is expressly and specifically agreed in writing by the Seller. By entering into the Contract or - if earlier - accepting the delivery of Goods the Buyer accepts these terms and conditions and shall be deemed to have withdrawn its own terms and conditions.

**#1 范围**

以下标准销售条款和条件适用于宁波乐德士电器有限公司（“卖方”）与买方之间所有合同，并被视为包含在销售和提供服务、设备、产品和材料（“货物”）的所有合同中，除非由卖方书面明确同意做出相反规定，通过订立合同或（如果更早）接受货物交付，买方即接受这些条款和条件，同时应视为已撤回自己的条款和条件。

**§ 2 Basis of the Contract**

(a) The Seller sells the Goods and the Buyer buys the Goods in accordance with Seller's quotation, which is an invitation to order, and the Buyer's order, which is an offer to purchase the Goods specified in the quotation. The Buyer's order is subject to the Seller's confirmation.

**#2 合同基础**

(a) 卖方销售货物，买方根据卖方的报价（即订单邀请）和买方订单（即购买报价中指定的货物）购买货物。买方的订单须经卖方确认。  
(b) No variations and no representations, advices or recommendations concerning the Goods and/or their use shall be effective unless in writing and agreed and signed by the Seller.

(b) 除非以书面形式，并经卖方同意和签署，任何关于货物和/或其使用的变更和陈述、建议或推荐均无效。

(c) Omissions and errors, e.g. typographical or clerical, in any of the Seller's sales documents of information are subject to correction without any liability on the part of the Seller.

(c) 卖方销售文件上的任何信息的遗漏和错误，例如印刷或文字错误，均由卖方更正，且不承担任何责任。

(d) The Seller reserves the right to make any changes in the specifications of the Goods due to technical reasons and/or in order to conform to safety or other statutory requirements.

d) 卖方保留因技术原因和/或为了符合安全或其他法定要求而对货物规格作任何更改的权利。

(e) The Seller reserves the right to decline an order, for example upon evaluation of the Customer's creditworthiness.

(e) 根据对客户的信誉评估等相关情况，卖方保留拒绝订单的权利。

### § 3 Prices

(a) Prices and conditions are valid as specified in the Seller's quotation for a period of 90 days and the currency shall be in United States Dollars if not otherwise agreed in writing.

#### #3 价格

(a) 除非另有书面约定，价格条件按卖方报价履行，有效期为报价之日起 90 天内，使用货币应为美元。

(b) The price in the Seller is set fixed and includes the costs of the Seller's standard packing material..

(b) 卖方的价格是固定的，并包括卖方的标准包装材料。

(c) Unless otherwise expressly agreed in writing, the Seller's prices are given under FOB – an abbreviated Incoterms condition (e.g. FOB, CIF, et cetera) . The Incoterms conditions are to be interpreted according to the most recent definitions published by the I.C.C.

(c) 除非另有书面明确规定，否则卖方的价格为离岸价 FOB。F.O.B. 是《国际贸易术语解释通则》中的缩略语（如 FOB, CIF 等）。《国际贸易术语解释通则》将以最新版为准。

(d) The Seller shall be entitled to increase the price retroactively if the cost price determining factors have been subject to an increase. These factors include, but are not limited to: production costs, raw and auxiliary materials, energy, products or materials obtained by supplier from third parties, exchange rates, taxes, levies, governmental charges, freight costs and insurance premiums. Supplier shall notify purchaser of such increase.

(d) 如果成本价格因素受到上涨的影响，卖方有权追溯提价，不受 (a) 中 90 天报价的约束。这些因素包括但不限于：生产成本、原材料和辅助材料、能源、产品或供应商从第三方获得的材料、汇率、税收、税收、政府收费、运费和保险费。供应商应将此类涨价通知买方。

(e) Should the Seller incur additional expenses not provided for in the quotation owing to the suspension of the work on the Buyer's instructions or owing to any other circumstances whatsoever for which the Seller is not responsible, such additional expense shall be added to the price quoted and be paid for by the Buyer accordingly.

(e) 如果卖方因买方指示而暂停工作或因卖方不对此负责的任何其他情况而产生报价中未规定的额外费用，则此类额外费用应添加到报价中，并由买方支付相应费用。

(f) Payment agreements apply only as conditionally agreed. The Seller reserves the right to deliver only against advance payment or submission of a bank guarantee, if the Seller becomes aware of circumstances which are likely to reduce the creditworthiness of the Buyer.

(f) 付款协议为卖方有条件同意的。如果卖方意识到买方存在信誉可能降低的情况，卖方保留仅根据买方预付款或提交银行担保再交货的权利。

### § 4 Terms of Payment

(a) The Seller will issue the Buyer a Proforma Invoice (PI) with

the full amount of the Order as soon as the Order is confirmed. The thirty percent (30%) of the total amount of the Order should be paid by the Buyer within five working days. When the Goods are ready for shipment, the Seller will inform the Buyer in writing and the Buyer should settle the seventy percent (70%) of the total amount of the Order before the Goods leaving the Seller's premises.

#### 付款条件

(a) 一旦订单得到确认，卖方将立即向买方开具形式发票 (PI)，金额为订单的全部金额。订单总额的百分之三十 (30%) 应由买方在五个工日内支付。当货物准备装运时，卖方将书面通知买方，在货物离开卖方处所之前，买方应结算订单总额的百分之七十 (70%)。

(b) The Buyer shall make payment according to 4-(a) unless other payment terms are expressly agreed in writing. The time of payment shall be of the essence of the Contract.

(b) 买方应根据 4-(a) 进行付款，除非其他付款条件已以书面形式明确约定。付款时间是合同的实质条款。

(c) If the Buyer fails to make any payment on the due date for payment, the Seller shall be entitled to charge interest on the amount remaining unpaid at an interest rate of 4% above the base bank rate from time to time of the Bank of China, accruing on a compound daily basis until payment is made, whether before or after any judgment and without any prejudice to any other right or remedy available to the Seller.

(c) 如果买方未能在到期付款日支付任何款项，卖方有权拒绝装货且按比中国银行基准利率高出 4% 的利率收取未付金额的利息，在付款之前或之后，在不损害卖方可享有的任何其他权利或补救措施的情况下，直至买方付款。

#### § 5 Delivery

(a) Shipment of the Goods is made by the Seller according to the booking information of shipping space of the Buyer. The Seller will instruct his forwarder to load the Goods accordingly. As for nominated forwarder by the Buyer, the Seller will deliver the Goods to the address(premises) of the nominated forwarder in Ningbo area with no extra cost. The risk of the Goods pass on to the Buyer after unloading the Goods at the address(premises) of the nominated forwarder.

(a) 货物的运输由卖方根据买方订舱信息进行。卖方将指示其货代相应地装载货物。至于买方指定的货代，卖方将在宁波地区该指定货代的地址交付货物，无需额外费用。货物在指定货代的地址卸货后，货物风险转嫁到买方身上。

(b) The Seller shall be released from the agreed delivery dates and periods to the extent that and as long as circumstances occur, which substantially impede performance. All difficulties, irrespective of their nature, the sphere and segment of the supply chain in which they occur, such as force majeure and acts of god (e.g. flooding, ice, loss of harvest, et cetera) export and import restrictions, problems in production, problems in procuring commodities, disruption of operations (breakdown of equipment or machinery, fire, et cetera), strikes, shortage of personnel or any similar actions, states of emergency or

loading and transportation difficulties are deemed to be substantial impediments to performance.

(b) 只要情况严重妨碍履约。卖方应从约定的交货日期和期限中免除责任。所有困难，不论其性质、发生的供应链范围和环节，如不可抗力和天灾（如洪水、冰、收成损失等）进出口限制、生产问题、采购商品问题、业务中断（设备或机械故障、火灾等）、罢工、人员短缺或任何类似行动、紧急状态或装载和运输困难都可被视为对履行本协议的重大障碍。

(c) The Seller shall have the right to deliver the Goods in installments or to make a preliminary delivery upon prior notice to the Buyer, in which case the Seller may invoice the Buyer for each delivery.

(c) 卖方有权分期交付货物或在事先通知买方后进行初步交货，在这种情况下，卖方可为买方每次交货开具发票。

(d) Without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs or sell the Goods and charge the Buyer for any shortfall, including storage and selling expenses, if the Buyer has by act or omission failed to take delivery or failed to give the Seller adequate delivery instructions.

d) 在不影响卖方可享有的任何其他权利或救济措施的情况下，卖方可将货物储存至实际交付，并向买方收取合理费用或出售货物，并向买方收取任何额外的费用，包括买方因作为或不作为导致未能接货或未能向卖方发出充分的交货指示导致的储存和销售费用如果。

## § 6 Risk and Property

(a) The risk of damage or loss of the Goods shall pass to the Buyer according to the intercom term (FOB) or upon handing over the Goods to the nominated forwarder by the Buyer unless otherwise explicitly agreed in writing.

(a) 除非另有书面明确约定，货物损坏或丢失的风险应根据《国际贸易术语解释通则》条款（FOB）或将货物交给买方指定的货代时转移到买方。

(b) Whilst the Seller has not received payment in full of the price of the Goods or any other payments the Buyer owes, property of the Goods shall not pass to the Buyer.

(b) 如卖方没有收到全部的货款或买方所欠的任何其他款项，货物的财产权不转移给买方。

(c) Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods on trust for the Seller separate, protected, insured for the Seller's benefit and identified as the Seller's property. The Buyer is entitled to resell or use the Goods in the ordinary course of its business, but shall hold the proceeds of the sale or any other transaction, any insurance claim or any right to receive proceeds separately on trust for the Seller. The Seller has the right to collect the proceeds from the Buyer or any third party.

(c) 在货物的财产转移给买方之前，买方应为卖方单独保管货物，并为卖方的利益提供保护和保险，并确定为卖方的财产。买方有权在其正常业务过程中转售或使用货物，但应持有销售或任何其他交易的收益、任何保险索赔或以信托形式为卖方单独收取收益

的任何权利。卖方有权向买方或任何第三方收取收益。

(d) Whilst the Buyer holds on trust the Goods or the proceeds, the Seller is entitled at any time to require the Buyer to hand over the Goods or the proceeds to the Seller and, if the Buyer fails to do so, to enter any property where the same are stored and repossess them..

d) 当买方以信托的形式持有货物或其收益时，卖方有权随时要求买方将货物或其收益交给卖方，如果买方不这样做，卖方有权进入存储货物或其收益的地点并将之收回。

## § 7 Warranties and Liability

(a) The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of five year from delivery, subject to the following conditions:

- The Seller is not liable for any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.
- The Seller is not liable for any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- The Seller is not liable under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, for which the Buyer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to the Seller. LED module and degradable electronic components are excluded from any guarantee, as far as legally permissible. Colour point shift that takes place over the product life is to be considered as wear. Failure of single LED light points is not a defect, provided a substantial impairment of the total light flux does not take place or the single point of light loss is only slight in relation to the total points of light.

## #7 保证和责任

(a) 卖方保证，货物在交付时将符合其规格，并在交货后五年内无材料和工艺缺陷，但须符合以下条件：

- 卖方对因正常磨损、故意损坏、人员疏忽、异常工作条件、未遵循卖方的指示（口头或书面）、误用或更改或未经卖方批准而修理货物而造成的任何缺陷概不负责。
- 卖方对买方提供的任何图纸、设计或规格引起的货物缺陷概不负责。
- 如果货物总价未在付款截止日期前支付，卖方对上述保修（或任何其他保修条件或保证）概不负责。

上述保修不适用于并非由卖方制造的部件、材料或设备，买方仅有权享受相应的制造商给予卖方的任何此类保修或保证。在法律允许的情况下，LED 模组和可降额的电子元件不在任何保证范围内。在产品寿命内发生的色点偏移将被视为磨损。在总光通量不发生实质性损伤，或者单点光损耗相对于总光点仅轻微的前提下，单个 LED 光点的故障不属于缺陷。

(b) All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(b) 在法律允许的最大限度内，将排除成文法或普通法所默示的所有保证、条件或其他条款。

(c) Any claim by the Buyer based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to the Seller within 7 days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

(c) 任何买方对货物的缺陷，货物的状态或与产品规格的不符的索赔，应在交货之日起 7 天内通知卖方，或者，如果缺陷或故障在合理检查中不是显而易见的，买方应在发现缺陷或故障后的合理时间内通知卖方。如果买方未据此通知卖方，买方无权拒绝货物，卖方对此类缺陷或故障不承担任何责任，买方有义务支付该价款，视为货物是按照合同交付。

(d) Where any valid claim based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

d) 当任何根据货物质量或状况的任何缺陷或其不符合规格的有效索赔，按照上述条件被通知给卖方时，卖方有权免费更换货物（或相关部件或由卖方自行决定向买方退还货物的价格（或价格的一定比例），但卖方对买方不再承担任何责任。

(e) The Seller shall not be liable to the Buyer by reason of any representation, implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage except as expressly provided in these conditions.

(e) 除非本条款另有明确规定，否则卖方不应因任何陈述、默示保证条件或其他条款、普通法或本合同明示条款规定的任何义务而对买方承担任何间接损失或损害的责任。

(f) The Seller is not liable to the Buyer for any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including explosion, flood, fire or accident, civil disturbance, regulations, bye-laws, prohibitions or measures of any kind of industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or breakdown in machinery.

如果延迟交货或无法交货是由于超出卖方合理控制范围的任何原因造成的，包括爆炸，

洪水，火灾或事故，内乱，法规，禁止或任何形式的工业行为或贸易纠纷，卖方难以获得原材料，劳动力，燃料，机械零件，停电或机械故障。卖方对履行或未履行任何与货物有关的义务不承担任何责任。

### § 8 Intellectual Property Rights

(a) All intellectual property rights in the Goods shall belong to the Seller notwithstanding that any specification, drawings or other contributions may have been prepared in whole or in part by or on behalf of the Buyer.

### § 8 知识产权

(a) 尽管某些规格，图纸或其他文稿可能全部或部分由买方或代表买方编制，货物的所有知识产权均属于卖方。

(b) The Buyer warrants that any specification or other information provided by or on its behalf for use by the Seller will not infringe the intellectual property rights or other rights of any third party. Should any such infringement arise, the Buyer fully and effectively indemnifies the Seller from and against all and any claims, proceedings, damages, penalties, costs, losses and expenses (including legal expenses) suffered or incurred by the Seller.

(b) 买方保证，卖方使用或代表其提供的任何规范或其他信息不会侵犯任何第三方的知识产权或其他权利。如果出现任何此类侵权行为，买方将完全地赔偿卖方所遭受的任何索赔，诉讼，损害赔偿，处罚，损失和费用（包括法律费用）。

### § 9 Termination

(a) The Seller has the right to terminate the Contract immediately and/or suspend any further deliveries without prejudice to any other rights or remedies if the buyer commits any breach of the Contract and fails to remedy the breach within 7 days of written notification from the Seller, or if the Buyer fails to provide the Seller with any information required by the Seller to fulfill the Contract, or if the buyer (in the case of a company) goes into liquidation or (in the case of an individual or firm) becomes bankrupt, or (in either case) makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, or ceases or threatens to cease to carry on business.

(a) 如果买方违反合同并且未能在书面通知后 7 天内纠正违约行为，或如果买方未向卖方提供卖方履行合同所要求的任何信息，或买方（如果是公司）被清算或（如果是个人或公司）破产，或（在任何一种情况下）与债权人作出自愿安排，或指定接管人或管理人，或停止或威胁停止经营业务。卖方有权在不影响任何其他权利或救济措施的情况下立即终止合同和/或暂停任何其他交付。

(b) The Buyer is entitled to withdraw from a contract with the Seller's explicit consent within 90 days from the issue date of the delivery note against payment of a cancellation fee of 50 % of the order value. After the expiration of 90 days from the issue date of the delivery note, withdrawal from a contract is not admissible. Withdrawal is excluded for articles which are explicitly marked as excluded from withdrawal in

the catalogue, and if a customised product (including customised cuts) was manufactured by the Seller for the Buyer. The Buyer is obliged to return any deliveries on their own costs to the warehouse of the Seller in Ningbo, China. The difference between cancellation charge and order value will only be credited to the Customer if the goods are returned in undamaged condition.

(b) 买方有权在交货单发出之日起 90 天内以卖方明确同意的方式终止合同，并支付所取消订单价值 50% 的取消费。自交货单发出之日起 90 天后，不允许终止合同。如果物品在样本中被明确标记为不可取消，或者如果卖方为买方制造了定制产品（包括定制切割），则不得终止合同。买方有义务自行将任何已交货物退回乐德士在中国宁波的仓库。取消费用和订单价值之间的差额只有在货物以完好无损的状态退回时才会退回客户账户。

## § 10 General

(a) The Buyer shall not assign or transfer to any other person any of its rights or obligations under the Contract without the prior written consent of the Seller. The Seller may assign, transfer or subcontract all or any of its rights and obligations under the Contract to any other person without the consent of the Buyer.

### § 10 一般事项

(a) 未经卖方事先书面同意，买方不得转让或转让任何其他人在合同下的任何权利或义务。未经买方同意，卖方可以将合同中的全部或任何权利和义务转让，转让或转包给任何其他人。

(b) No failure or delay by the Seller in exercising any of its rights under the Contract shall be deemed to be a waiver of that right.

(b) 卖方在行使合同规定的任何权利时的失败或拖延均不视为放弃该权利。

(c) No waiver by the Seller of any breach of the Contract by the Buyer shall be effective unless in writing and shall not in any event be considered as a waiver of any subsequent breach of the same or any other provision.

(c) 除非以书面形式，卖方对买方违反合同的任何行为均不放弃权利。而且在任何情况下都不得被视为放弃随后违反同一条款或任何其他条款的行为的权利。

(d) If any provision of these terms is held to be invalid or unenforceable in whole or in part by any competent authority, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

(d) 如果任何主管当局将这些条款的任何规定全部或部分视为无效或不可执行，则本协议的其他规定和有关条款的其余部分的有效性不受影响。

(e) The Contract shall be subject to the laws of P.R.C and the exclusive jurisdiction of its Courts.

(e) 本协议受中华人民共和国法律管辖并按中华人民共和国法律解释。对因本协议或本协议各方的权利和义务而发生的或与之有关的任何事项和争议、诉讼或程序，任何一方可提交甲方所在地人民法院管辖。

This agreement shall be governed by and be interpreted in accordance with the laws of the People's Republic of China. With respect to any issues, disputes, lawsuits or proceedings arising from or in connection with the rights and

obligations of the parties hereunder, the two parties shall accept the jurisdiction of the people's courts of the place where Party A located.

(f) 本协议中英文版本具有同等法律效力，中文与英文含义理解不一致的，以中文含义为准。

The Chinese and the English version of this agreement has equal legal effect, in the case there is any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.