

## General Terms and Conditions of Purchase 一般采购条款

These General Terms and Conditions of Purchase (hereinafter referred to as "GENERAL CONDITIONS"), shall exclusively apply to all SOCOME Electric (Shanghai) Co., Ltd.'s purchases (hereinafter referred to as "SOCOME"), unless SOCOME has expressly agreed otherwise in writing.

本一般采购条款（以下称“一般条款”）排他适用于溯高美索克曼电气设备（上海）有限公司（以下称“SOCOME”）的所有采购，除非SOCOME以书面形式另行明确同意。

### 1. ACCEPTANCE OF THE ORDER BY THE SELLER 卖方对订单的接受

The seller must confirm acceptance of the purchase order within five (5) working days from the reception by returning the acknowledgement duly signed to SOCOME. In case no confirmation is received within this period, the order terms and these GENERAL CONDITIONS shall be deemed accepted whenever the seller commences the supply.

卖方须自收到订单内五（5）个工作日内向SOCOME回复合法签署的确认单。在此期间内如未收到确认，但卖方开始供货，则视为接受订单条款及本一般条款。

### 2. PRICES 价格

Prices reported in purchase orders are fixed and cannot be changed. Prices shall include any eventual applicable value added tax (VAT). Any additional costs not reported in the order will not be reimbursed.

订单上列明的价格为固定价格，不可更改。价格应包含任何现行适用的增值税（VAT）。在订单中未列明的任何额外费用都将不能得到偿付。

On delay of the requested certificates of the goods or quality demands, SOCOME reserves the right to extend any agreed payment period appropriately.

如果要求的关于货物的证书或质量要求被延迟提供，SOCOME保留对约定的付款期限进行适当延迟的权利。

### 3. DELIVERY, RELEASES AND SCHEDULING 交货，发运和时间表

The delivery dates and times that are accepted by the seller shall be strictly complied with. Failure to meet the delivery date(s) in the purchase order shall be considered a breach of contract and the damage caused by the late delivery shall be compensated by the seller. If the goods are not able to be delivered in a reasonable extension time instructed by SOCOME, SOCOME is entitled to terminate the purchase order for the goods and/or any subsequent releases in the order without any liability.

卖方接受的交货日期和时间应被严格遵守。未能在订单中的交货日期交货应视为违约，且因违约造成的损失应由卖方赔偿。如果货物不能在SOCOME指示的合理期限内交货，SOCOME有权终止货物的订单及/或订单中任何之后的发运而不承担任何责任。

All shipments to SOCOME shall have a delivery slip including all the necessary indications to the correct identification of the packages including SOCOME's purchase order number, nature and quantity of goods and name of the seller. The delivery slip will follow the packages and will be placed in the packing.

所有向SOCOME的发货均应有交货单，其包括在正确的包装标签上的所有必要的标记，如SOCOME的订单号，货物的性质和数量，卖方的名称。交货单应跟随包装物，并置于包装内。

Unless otherwise agreed in writing, title, benefit and risk shall pass to SOCOME on transfer of property of the goods. The transfer of property shall take place on SOCOME's acknowledgement of receipt after delivery. Should the required shipment documents for a consignment not be supplied in accordance with instructions, the consignment shall be stored at the seller's charge and risk until arrival of the same.

除非书面另行同意，所有权、收益和风险在货物转移给SOCOME时转移。货物转移在交货且SOCOME确认收货时发生。如果某批交货的装运单据未按照指示提供，该货物的储存由卖方承担费用和 risk，直到这些装运单据提供为止。

Any delivery made later than the contractual date which appears on the purchase order, makes the seller liable to late delivery penalties. This penalty amounts to 0.5% of the agreed purchase price of the whole delivery for every full week's delay, but the penalty of delay shall not exceed 5% of the entire purchase price. In case the whole delivery is delayed beyond a reasonable term, SOCOME shall be entitled to terminate the contract by unilateral written notice, without prejudices to any other right.

如果交货延迟超过订单上的约定日期，卖方负责对延迟交货支付罚金。该罚金数额为交货购买价格的0.5%/周，但延迟交货的罚金不得超过购买总价的5%。如整体交货延迟超过合理的期限，SOCOME无论在何种情况下均有权通过单方面书面通知解除合同，该解除合同不损害其任何其他权利。

SOCOME will return non-conform goods to the seller according the seller's instructions and at seller's risk and expense.

SOCOME将按照卖方的指示返还给卖方不合格货物，风险及费用由卖方承担。

#### 4. PACKING AND DISPATCH 包装和发货

Failing shipment instructions from SOCOME to the contrary, consignments shall be shipped freight paid to destination. The seller shall be responsible for the competent and appropriate packaging and its compliance with all relevant regulations of the PRC in respect of health, safety and environmental protection. The seller shall be liable for damage due to improper packing. Where special packaging is agreed, SOCOME's instructions have to be observed. The seller shall bear all costs and prejudices arising from failure to conform to SOCOME's instructions as to packaging, shipment etc. Any transportation insurance cost shall be covered by the seller.

除非SOCOME的装运指示有相反的规定，货物应运费已付运至目的地。卖方应负责有效的和合适的包装，包装应符合中国在健康、安全和环保方面的所有相关法律规定。供方应对不当包装造成的损害负责。关于对包装的特别约定应遵守SOCOME的指示。卖方应承担由于未能遵守SOCOME的关于包装、运输等方面的指示而造成的成本和损失。

#### 5. WARRANTY 保证

Unless otherwise stated in SOCOME's purchase order, the seller warrants that the goods supplied are free from defects for a period of at least two (2) years. In case of defect or fault of goods supplied within the warranty time, the seller shall, at SOCOME's option, promptly repair or replace the goods that are defective or faulty bearing all reasonable costs involved.

除非在SOCOME的订单中另有规定，卖方保证提供的货物至少在两（2）年内无瑕疵。如果提供的货物在保证期间内有瑕疵或故障，卖方应依照SOCOME的意愿，立刻修理或替换有瑕疵或故障的货物，并承担所有合理相关费用。

The seller warrants that the goods will conform to all samples, drawings, descriptions, and specifications provided by the seller and to any other agreed-to specifications, and will be free of liens and encumbrances. Such warranty shall survive any delivery, inspection, acceptance, payment, or resale of the goods.

卖方保证，货物将符合卖方提供的所有样品、图纸、说明和规格，并符合所有其他约定的要求，且没有任何留置权和担保权。该等保证在交货、检查、验收、付款或转售货物后应继续有效。

#### 6. INVOICING AND PAYMENT 发票及付款

Unless otherwise agreed, payment shall be executed within sixty (60) days of receipt of the invoice. The invoice must include the full SOCOME's purchase order number, as well as the necessary information required by the relevant Chinese law.

除非另有约定，收货后六十（60）日内应支付货款。发票应包括全部SOCOME的订单号码，以及有关中国法律要求的必要信息。

The payment of invoices can only be made when the totality of the seller's corresponding obligations have been fulfilled or within the limit of the requested quantities.

只有在卖方完全履行完其相应义务或所要求的数量限额时才出具发票。

Unless otherwise stated on the purchase order, the method of payment will be either by bank wire transfer or by check.

除非在订单中另行规定，支付方式为银行电汇或支票。

#### 7. INDEMNIFICATION 赔偿

The seller warrants that, according to its knowledge and at the best of its control, the goods and services provided do not infringe any intellectual property right, law or former third party's non-disclosure agreement. As well SOCOME warrants that, according to its knowledge and at the best of its control, the technical drawings, specifications, designs provided to the seller do not infringe any intellectual property right, law or former third party's non disclosure agreement. Failing to respect such warranty entitle both parties to unilaterally terminate these GENERAL CONDITIONS and standing purchase orders with the possibility of further damages claim remaining due.

卖方保证，根据其专业知识以及在其最大控制范围内，提供的货物和服务不违反任何知识产权、法律或之前第三方的不披露协议。同样，SOCOME保证，根据其专业知识以及在其最大控制范围内，提供给卖方的技术图纸、规格、设计不违反任何知识产权、法律或之前第三方的不披露协议。对该等保证的违反，双方均有权单方面终止本一般条款以及现有订单，并对进一步的损害保有请求权。

#### 8. CONFIDENTIALITY 保密

The seller agrees to observe confidentiality as regards the technical and commercial information to which it has access in the performance of SOCOME's purchase order and agrees to refrain from using this information for other purposes than those specified in these GENERAL CONDITIONS.

卖方同意对在履行SOCOME的订单时有关的技术和商业信息保密，并同意仅为本一般条款规定的目的适用该等信息，而非用于其他目的。

#### 9. ASSIGNMENT 转让

The seller may not assign or factor any rights in nor delegate any obligations under these GENERAL CONDITIONS or any portion thereof without SOCOME's written consent. For purposes of this section, the acquisition, merger, consolidation, or

change in control of the seller or any assignment by operation of law shall be deemed an assignment that requires SOCOME's written consent. SOCOME may cancel these GENERAL CONDITIONS and all standing purchase orders for cause should the seller attempt to make an unauthorised assignment of any right or obligation arising hereunder.

未经SOCOME书面同意，卖方不得转让或委托他人代管或代理本一般条款中的任何权利或义务或其任何部分。就本条规定而言，卖方的收购、兼并、合并、或控制变化或依法进行的任何转让应视为需要SOCOME书面同意的转让。如果卖方试图未经授权地转让本一般条款中的任何权利或义务，SOCOME可因此撤销本一般条款。

## 10. CANCELLATION OF PURCHASE ORDER 取消订单

SOCOME may cancel the purchase order or release issued, at any time by giving written notice of termination to the seller. Upon the seller's receipt of such notice, the seller shall immediately stop all work hereunder, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon SOCOME's request, return all materials provided to the seller by SOCOME under these GENERAL CONDITIONS. SOCOME will be responsible for payment of the goods already provided by the seller but not yet invoiced unless the cancellation of the related purchase orders is due to problems related to quality or lack of conformity.

经给予卖方书面终止通知，SOCOME可在任何时候自行终止已发出的任何采购订单或发运表。一旦卖方收到该通知，卖方应立即停止本一般条款项下的所有工作，及时书面通知其所有供应商或分包商，使其停止所有相关工作，并按SOCOME的要求，返还SOCOME根据本一般条款提供给卖方的所有物料。SOCOME有责任为卖方已经提供但未出具发票的货物付款，除非因质量问题或不合格而终止相关订单。

## 11. FORCE MAJEURE 不可抗力

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If delivery of goods is to be delayed by such contingencies, the seller shall immediately notify SOCOME in writing and SOCOME may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the purchase order at no cost to SOCOME.

对于因超出其合理控制范围的因素，如天灾、火灾、盗窃、战争、暴乱、禁运或者民事或军事当局的行为等，而未能履行的情况，任何一方均无需承担责任。如果由于这些不可抗力而使交货推迟，卖方应立即书面通知SOCOME，而SOCOME可以：(i) 延长履行时间；或(ii)无需承担费用而全部或部分终止采购订单的未完成部分。

## 12. APPLICABLE LAW 适用的法律

These GENERAL CONDITIONS is to be construed and interpreted according to the laws of the People's Republic of China.

本一般条款应按中华人民共和国的法律解释和推定。

## 13. DISPUTE RESOLUTION 争议解决

All disputes with regard to These GENERAL CONDITIONS shall be submitted to Shanghai Arbitration Commission (SHAC) for arbitration by a tribunal constituted by three arbitrators. The losing party shall bear all arbitration expenses, including the attorney's fees of winning party.

有关本一般条款的任何争议应提交上海仲裁委员会（SHAC），由三人组成的仲裁庭仲裁。败诉方承担所有仲裁费用，包括胜诉方的律师费。

## 14. LANGUAGE 语言

These GENERAL CONDITIONS shall be executed in both Chinese and English. These two versions shall have equal status in law. In case of any conflict between the two versions, the English version shall prevail.

本一般条款应以英文和中文文本两种语言制作。两种文本具有同种效力。在两种文本规定不一致时，以英文文本为准。

## 15. VALIDITY 有效性

These GENERAL CONDITIONS shall remain valid until an amendment is made in writing by the authorised representatives of SOCOME.

本一般条款保持有效，直至由SOCOME的授权代表以书面形式做出修改。

Name 名称: \_\_\_\_\_ Accepted by (signature and chop) 签字盖章

Date and place 时间和地点: \_\_\_\_\_