

GENERAL TERMS AND CONDITIONS OF SALE

销售通用条款

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1. SCOPE AND APPLICATION

1. 范围与应用

1.1 Definitions: "Seller" means Sichuan Liuhe Special Metal Materials Co., Ltd. "Buyer" means the business entity buying goods or services from the Seller with a purchase order or other procurement document.

1.1 定义：“卖方”指四川六合特种金属材料股份有限公司。“买方”指通过采购订单或其他采购文件向卖方购买货物或服务的商业实体。

1.2 These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") shall apply to all formal or informed quotations, purchase order placed by the Buyer and order acknowledgement/confirmation made by the Seller in respect of goods or services (hereinafter collectively "Goods"), unless the parties have expressly agreed otherwise in writing.

1.2 本销售通用条款和条件（以下简称“GTC”）适用于所有正式或非正式报价、买方向卖方下达的采购订单，以及卖方向买方出具的针对货物或服务（以下简称“货物”）的订单确认函，除非双方另行作出书面明确约定。

1.3 Unless expressly confirmed otherwise in writing by both Seller and Buyer, these GTC shall prevail over any terms and conditions contained in the Buyer's purchase orders, other procurement documents, confirmations, or any other instruments. Any such conflicting terms shall be governed by these GTC.

1.3 除非买卖双方有书面明确确认，否则本通用条款和条件应优先于买方在采购订单、其他采购文件、确认书或任何其他文件中所包含的任何条款和条件。任何此类相互冲突的条款均以此销售通用条款为准。

1.4 A contract between Seller and Buyer shall be deemed concluded upon the Seller's **sales order acknowledgement/confirmation** and upon the signing of a **sales contract** by both parties.

1.4 卖方发出**销售订单确认函**和双方签署**销售合同**后，卖方与买方之间的合同即视为成立。

2. PRICE AND PAYMENT TERMS

2. 价格与付款条款

2.1 All prices used in the currency and amount specified therein shall be per the Seller's quotation or sales order acknowledgement/confirmation. Unless otherwise indicated, prices quoted by the Seller are the Seller's current prices at the time of quotation and are subject to change without notice. Unless otherwise agreed, the contract price is the Seller's

FCA price at the time of dispatch from the Seller's factory or warehouse. Any duties, tariffs, or taxes related to the Goods are not included in the contract price and shall be borne by the Buyer.

2.1 所有价格均以卖方报价或销售订单确认书中注明的货币和价格为准。除非另有说明，报价时卖方所列价格均为该报价时卖方现行价格，并可能随时调整。除非另有约定，合同价格为货物从卖方工厂或仓库发出时卖方的出厂价格。货物或合同相关的任何关税和税款均不包含在合同价格内，应由买方承担。

2.2 All prices are based on the normal trade tariff rates under the laws of the People's Republic of China, with any applicable anti-dumping duties, countervailing duties, and/or special tariffs. If the government, administrative agencies, customs, or other authorities of the People's Republic of China impose adjustments (e.g., additional trade tariffs, anti-dumping duties, countervailing duties, surcharges, import/export taxes, retaliatory punitive tariffs, or any other charges related to the import/export of the Goods, or revocation of normal trade relations status with the exporting country, resulting in a higher applicable tariff rate ("Additional Tariffs")), such new or additional duties and taxes shall be borne by the Buyer, and such Additional Tariffs announced by the government of the People's Republic of China shall take effect from their effective date.

2.2 所有价格均基于中华人民共和国政府现行的正常贸易关系关税税率，以及任何适用的反倾销税、反补贴税和/或特别关税。若中华人民共和国政府、行政机构、海关或其他相关主管部门对有关商品进出中国时进行调整（比如，提高、追加贸易税率、反倾销税、反补贴税、附加税、进出口税、报复性惩罚关税或任何其他与货物进出口相关的费用，或取消进出口国的正常贸易关系地位，导致适用税率上升（“额外关税”）），则此类新增或追加的税费将由买方承担，中华人民共和国政府宣布的额外关税自生效之日起执行。

2.3 Prices may be adjusted due to requests made by the Buyer, such adjustment shall be determined and agreed by the Seller prior to any modification of production equipment process and products. Unless otherwise agreed by the parties, the Buyer may not be able to make any changes to the order within 90 days of the order delivery date. Unless otherwise agreed in writing, even in the event of small changes (e.g., part number changes or other numbering changes), the Goods shall remain to the originally signed order documents or order acknowledgement/confirmation.

2.3 价格可能因买方提出的要求而调整，该调整必须由卖方在生产设备工艺和产品变更制造之前同意及确认。除非双方另有约定，买方在订单交货日期的 90 天内不得对订单进行任何更改。除非双方另有书面约定或同意变更，否则即使发生（比如部件编号变更或其他简单号码的变更），货物仍应按原始签定的定单文件和定单确认函执行。

2.4 Unless otherwise agreed in writing, payment shall be made by irrevocable on sight letter of credit (L/C), payable against presentation of Bill of Lading specified in the contract. The Buyer shall open the L/C in favor of the Seller within the time stipulated in the contract, and such L/C must remain valid for negotiation for at least 15 days after the latest date of shipment stipulated in the credit. If the Seller reasonably doubt about the Buyer's financial condition, payment history, market conditions, sanctions risk, regulatory risk, or creditworthiness, the Seller shall have the right, at its sole discretion at any time, to require full or partial advance payment, additional security, bank guarantee, or modification of payment terms. Until the Buyer satisfies the foregoing requirements, the Seller shall have the right to suspend production, shipment, or performance of its contractual obligations.

2.4 除非另有书面约定，付款应通过不可撤销的即期信用证（L/C）支付，凭合同中规定的提单凭证付款。买方须在合同规定的时间内开立以卖方为受益人的信用证，并且该信用证必须在最迟装运日期之后有至少 15 天议付有效期。若卖方认为买方的财务状况、付款记录、市场情况、制裁风险、监管风险或信用状况不令人满意，卖方有权随时自行决定要求全额或部分预付款、额外保险、银行保函或修改付款条款。在买方满足上述要求之前，卖方有权暂停生产、装运或履行合同义务。

The Buyer may not, for any reason (e.g., counterclaims, price reductions, or similar circumstances), refuse payment or withhold any sums due to the Seller, unless a court order is in effect.

买方不得以任何理由（比如反诉、减价或其他类似的情况），拒绝支付或扣留应付给卖方的任何到期款项，除非有相关法庭的强制拒付执行令。

2.5 If the Buyer fails to pay when in due, the Seller shall have the right to: (a) immediately suspend production, shipment, and any further deliveries; (b) charge interest on overdue amounts at a fixed annual rate of 8% (or such other rate as mutually agreed in writing by both Parties); (c) demand all unpaid amounts immediately in due; (d) terminate the contract and claim compensations for all losses due to the breach of the contract wherever be applicable; and/or (e) exercise any other applicable rights under the applicable laws.

2.5 若买方未能在到期时付款，卖方有权：(a) 立即暂停生产、装运及进行任何下一步的交货；(b) 对逾期金额按年利率 8% 计收取利息（或双方书面另行约定的其他利率）；(c) 宣布所有未付金额立即支付；(d) 解除合同并要求赔偿违约损失；和/或 (e) 行使法律赋予的其他适用权利。

The Buyer shall reimburse the Seller for all expenses incurred as a result of the overdue payment, including but not limited to collection costs, court costs, banks interests, warehouse storage charges, arbitration fees, legal fees, and all other costs incurred under the law enforcement.

买方应向卖方偿还所有因欠款所发生的费用，比如催收费用、法庭费用、银行利息、仓库存储费用、仲裁费用、律师费用和强制执行所发生等一切额外费用。

2.6 Unless expressly otherwise provided under applicable Incoterms, any taxes, duties, import/export charges, or other governmental fees arising from the transaction shall be borne solely by the Buyer.

2.6 除非有相关的国际贸易准则（Incoterm）明文规定，否则交易中所产生的任何税款、关税、进出口费用或其他政府收费全部由买方承担。

3. DELIVERY, RISK OF LOSS, AND TITLE

3. 交付、损失风险与所有权

3.1 Partial deliveries: Unless otherwise stipulated in the contract or contract acknowledgement/confirmation, the Seller may deliver in installments. In the event the Seller is entitled to make instalment deliveries, the Buyer shall not cancel the contract, reject, or refuse payment for any other installments if one or more installments are not delivered on time or are defective. If the Buyer requests instalment deliveries, the costs arising from such installments (e.g., additional packaging, surcharges, storage fees, bank interest, etc.) shall be calculated separately based on the instalment schedule requested by the Buyer.

3.1 分期交货：除非合同或合同确认函另有规定，卖方可选择分期交货。在卖方有权分期交货的情况下，若其中一期或数期未能及时交付或交付存在缺陷，买方不得因此取消合同、拒收或拒绝支付其他任何批次的货款。如买方要求分期交货，则因分期所发生的费用（比如额外包装费、附加费及仓储费、银行利息等）应根据买方所要求的分期交付来分别计算。

3.2 Unless otherwise agreed, delivery shall be based on Incoterms FCA at the place of dispatch (FCA Seller's facility or warehouse). Risk of loss of the Goods shall pass to the Buyer upon delivery, the Seller controls export clearance and all documentation related to VAT refunds. All claims related to the Goods must be raised within thirty (30) days of receipt

of the Goods and must be accompanied by written claim, the Bill of Lading, and the packing list for that shipment. All orders are subject to a shipping tolerance of $\pm 10\%$ (by weight, length, or quantity), unless otherwise specifically stated in the contract.

3.2 除非另有约定，交付条件为按国际贸易准则 Incoterm 中的条款，FCA 出货地执行：（条款 Incoterms、FCA 卖方工厂或仓库地点）。货物的风险及所有权应在交付时转移给买方，卖方控制出口清关及退税等一切文件。所有关于货物的索赔，必须在收到货物后三十（30）天内提出，并须随附该批货物的书面索赔理由、提单及装箱单。所有订单均允许有 $\pm 10\%$ 的装运公差（按重量、长度或件数计算），除非订单中另有特别说明。

3.3 Delivery shall be made in accordance with the Incoterms specified in the contract, unless otherwise agreed, as per the latest version of the International Chamber of Commerce (ICC) Incoterms rules (currently 2020 edition). The transfer of risk and cost allocation between Seller and Buyer shall be governed by the selected Incoterms.

3.3 交货应按照合同中规定的国际贸易标准术语（Incoterms）进行，除非另有约定。按国际商会（ICC）发布的最新版本的国际贸易准则（目前为 2020 年版）。卖方与买方之间的风险转移和费用分担应由所选择的国际贸易标准术语规定执行。

3.4 The shipping dates indicated in the contract or contract acknowledgement/confirmation are estimates only, unless expressly otherwise agreed in writing by both parties. The Seller shall use reasonable efforts to comply with the specified shipping dates, but shall not be liable for any delays caused by circumstances beyond the Seller's reasonable control, including but not limited to those set forth in Clause 5 hereof.

3.4 合同或合同确认函中指定的装运时间仅为预估时间，除非买卖双方有另外的书面明确规定。卖方应尽力遵守指定的装运日期，但由于因为超过卖方自身能力之外的情况造成的任何延误不承担责任，包括但不限于本条款第 5 条规定的情形。

3.5 Unless expressly prohibited in the contract or contract acknowledgement/confirmation, the Seller is permitted to make partial shipments and transshipment.

3.5 除非合同或合同确认函中明确禁止，否则卖方被允许分批装运和中途转运。

3.6 Risk of loss or damage to the Goods shall pass from the Seller to the Buyer at the point and time specified under the applicable Incoterms.

3.6 货物的灭失或损坏风险，应在适用的国际贸易标准术语所规定的地点和时间，由卖方转移至买方。

3.7 Notwithstanding the passing of risk, title of the Goods shall remain with the Seller until the Seller has received all payments due under the contract and related documents (retention of title).

3.7 尽管风险已转移，货物的所有权仍归卖方所有，直至卖方收到合同及相关的所有款项（所有权保留）。

3.8 Prior to transfer of title, the Buyer shall hold the Goods as trustee on behalf of the Seller, store them separately and clearly mark such Goods as property of the Seller, and shall insure the Goods against all usual risks and hold the insurance proceeds in trust for the Seller.

3.8 在货物所有权转移之前，买方应以卖方受信保管人的身份持有货物，应将其单独存放，并明确标识该货物为卖方所有。买方应为货物投保一切通常风险，并应以信托方式为卖方持有保险。

All shipment dates are based on an order acknowledgement/confirmation containing complete, clear, and undisputed information. Furthermore, shipment dates are based on normal production. If the Buyer requests additional inspections

or tests, such requests shall be deemed to affect normal shipment date due to such delay, and the shipment date shall be extended accordingly. The Seller shall not be liable for any damages caused by the Buyer with such additional requests, and the Buyer shall not reject the Goods or refuse payment due to the delayed delivery.

所有出货日期均以收到包含完整清楚无异议信息的订单确认函为基础。此外，出货日期基于作为正常生产。如果买方要求的额外检验或测试，将被视为影响正常出厂，由此会相应延长出货日期。卖方对买方因出货延误而遭受的任何损害不承担责任，且买方不得因延迟交付而拒收货物或拒绝交付货款。

3.9 The Buyer shall take delivery of the Goods at the destination within the free holding period specified by the Carrier. If the Buyer fails to take delivery within the free holding period (or any extended period authorized in writing by the Seller), or refuses or delays taking delivery, the Buyer shall bear all the costs caused, compensate the Seller all related losses, and waive the Seller all related liabilities:

3.9 买方应在承运人规定的免费期限内，在目的地提取货物。若买方未能在免费期限内（或卖方书面批准的延长期限内）提取货物，或拒绝或延迟提取货物，则买方应独自承担并赔偿卖方的所有相关损失并免除卖方的所有相关责任：

(a) All demurrage, detention, storage, container detention, handling, disposal, and any other charges incurred at the destination or elsewhere;

(a) 目的地或其他地方产生的所有滞期费、滞留费、仓储费、集装箱滞箱费、操作费、处置费及任何其他费用；

(b) any loss, damage, or deterioration of the Goods (e.g., rust, etc.) caused by such refusal or delay;

(b) 因上述拒绝或延误而导致货物的任何损失、损坏或衰变（比如生锈等）；

(c) any expenses incurred by the Seller in handling, reselling, or returning the Goods; and

(c) 卖方在处理、转售或退回货物过程中所产生的任何费用；及

(d) any claims, demands, and/or legal costs made against the Seller by the Carrier or any third party due to the Buyer's failure to take delivery.

(d) 承运人或任何第三方因买方未能提取货物而向卖方提出的任何索赔、要求或/及法律费用。

The Seller shall use reasonable efforts to mitigate any such costs and losses. The Seller's obligation to deliver the Goods shall be deemed fully performed when the Carrier arrives at the destination in accordance with the Incoterms. Risk of loss or damage to the Goods shall pass to the Buyer from that time, whether or not the Buyer has actually taken delivery. 卖方应尽合理努力减轻此类费用和损失。卖方交付货物的责任及义务在承运人按国际贸易准则（Incoterm）中的要求抵达目的地时被视为完全履行。无论买方是否已实际提货，货物灭失或损坏的风险自该时起应转移给买方。

4. WARRANTY AND CLAIMS

4. 保证与索赔

4.1 Limited Warranty

4.1 有限保证

The Seller warrants that the Goods shall be manufactured and delivered in accordance with the technical and test

standards set forth in writing in the contract and/or contract acknowledgement/confirmation. The Buyer shall notify the Seller in writing of any Goods that do not conform to the contract and/or contract acknowledgement/confirmation within fifteen (15) days of receipt thereof. If the Buyer fails to give such notice within the prescribed time, the Buyer shall be deemed to have waived or accepted the Goods as conforming to the contract requirements and standards. The Seller's liability shall be expressly limited, to repairing or replacing nonconforming Goods free of charge, or refunding the price of the nonconforming portion upon return. The Seller shall have no duty or liability to pay any costs incurred by the Buyer for processing, manufacturing, installation, dismantling, or other expenses arising from such defects. This clause supersedes all other warranties or obligations, express or implied at any other places. The Seller expressly disclaims all implied warranties of merchantability or fitness for a particular purpose, and the Seller does not warrant the correctness, suitability, or adequacy of the Buyer's designs, specifications, or inspection plans. No person is authorized to make any other warranty on behalf of the Seller. This warranty shall not apply if: (i) the Goods are rejected due to inspection or test procedures or processes not agreed in writing between the parties; or (ii) the Buyer attempts to correct, repair, rework, or otherwise alter the shape, form, or chemical composition of the Goods without the Seller's prior written authorization. 卖方保证货物将按合同或/和合同确认函中书面技术及测试标准执行生产及交付出货。买方应在收到货物后十五（15）天内，书面通知卖方任何不符合合同或/和合同确认函的货物。若买方未能在规定时间内发出该通知，则被视为放弃或默认为符合合同规定的要求及标准。卖方的责任明确仅限于免费修理或退换不合格货物，（由卖方选择），在退货时退还不合格货物部分的价款。卖方无责任或义务支付买方就缺陷而延伸产生的任何加工、制造、安装、拆卸或其他费用。本条款超越所有其他明示或暗示的保证或义务。卖方明确否认所有关于适销性或适用性的明示或暗示保证，且卖方不保证买方设计规格或检验方案的正确性、适用性及充分性。任何人无权代表卖方作出任何其他保证。本保证条款在以下情况下不适用：（i）货物因买卖双方未有书面同意的检验测试程序或工艺而被拒收；或（ii）买方未经卖方事先书面授权，试图修正、修理、返工或以其他方式改变货物的形状、形态、化学成分等。

4.2 Limitation of Liability

4.2 有限责任

Under no circumstances shall the Seller be liable to the Buyer or any third party for any indirect, incidental, exemplary, consequential, or punitive damages arising from any cause or any legal theory, including but not limited to loss of profits, loss of production, loss of use, loss of goodwill, or costs of substitute goods, whether such losses arise from or relate to the sale, delivery, or use of the Goods based on contract, warranty, patent protection, trademark, or otherwise.

在任何情况下，卖方均不对买方或任何第三方因任何原因或因任何法律问题而产生的任何间接、意外引起的惩戒性或后果性损害，或惩罚性损害赔偿承担责任，包括但不限于利润损失、生产损失、使用损失、商誉损失或因替代品所产生的费用，无论该等损失是否基于合同、质保、专利保护、商标或其他的原因而产生的货物销售、交付或使用而引起或者相关的。

In any event, the Seller's aggregate cumulative liability to the Buyer shall not exceed the total amount actually paid to the Seller for the Goods delivered under the contract between the parties. This limitation shall also apply to any liability that may arise from third-party claims.

在任何情况下，卖方对买方的累计责任总额均不得超过买卖双方货物合同中由卖方实际交付的总金额。该等限制同样适用于因第三方索赔可能产生的任何责任。

4.3 Non-claimable Items

4.3 不可索赔的项目

The Seller shall not be liable for any defects, damage, or nonconformity caused by: (a) improper storage, handling, or transport of the Goods by the Buyer or its agents; (b) normal wear and tear; (c) modification or alteration (in shape, form, or chemical composition) of the Goods without the Seller's prior written consent; (d) use of the Goods in a manner or for a purpose for which they were not originally designed or specified; (e) failure to follow storage, handling, or processing instructions provided by the Seller; (f) any cause beyond the Seller's reasonable control; or (g) the Buyer's failure to inspect the Goods and provide written notice within the time limits set forth in Clause 4.

卖方对因以下原因导致的任何缺陷、损坏或不符概不负责：(a) 买方或其代理人对货物的储存、操作或运输不当；(b) 正常磨损和损耗；(c) 未经卖方事先书面同意对货物进行修改或变更（形状、形态或化学成分）；(d) 将货物用于非原本设计或规定用途的方式或场合；(e) 未遵循卖方提供的储存、操作或加工说明；(f) 任何超出卖方合理控制范围的原因；或(g) 买方未能在第4条规定的期限内对货物进行检验及书面通知买方。

5. FORCE MAJEURE

5. 不可抗力

The Seller shall not be liable for failure or delay in delivery caused by: acts of God, war (declared or undeclared), hostilities, invasion, acts of terrorism, riots, civil commotion, government-directed priority schedules; labor strikes or disputes with workers, fire, flood, earthquake, storm, epidemic, quarantine restrictions or other calamities, governmental regulations or requirements, shortages or breakdowns of raw materials, supplies, fuel, power, or transportation, equipment failures, import/export restrictions, embargoes, sanctions, or any other cause beyond the Seller's reasonable control, whether similar or dissimilar to the foregoing. The Seller shall be allowed to have such additional time as is reasonably necessary under such circumstances and shall have the right to allocate production capacity among its customers in a manner it deems fair.

卖方对因以下原因造成的交付失败或延迟不承担责任：天灾，战争（宣战或未宣战）、敌对行动、入侵、恐怖主义行为、暴动、内乱、依政府命令执行优先生产顺序；劳工罢工或与工人的纠纷，火灾、洪水、地震、风暴、流行病、检疫限制或其他灾难，政府法规或要求，原材料、供应、燃料、电力或运输的短缺或故障，设备故障，进出口限制、禁运、制裁，或任何其他超出卖方合理控制范围的原因，无论是否与上述列举的原因相似或相异。卖方应有在合理情况下必要的额外时间履行合同，并有权以认为公平的方式在其客户之间分配生产产能。

The Seller shall promptly notify the other party in writing of the occurrence of a force majeure event and shall use reasonable endeavors to mitigate its impact on the Buyers.

卖方应及时书面通知对方不可抗力事件的发生，并应尽努力合理减轻对买方的影响。

6. EXPORT CONTROL AND SANCTIONS COMPLIANCE

6. 出口管制与要求合规

6.1 The Buyer acknowledges that the Goods may be subject to export control and sanctions laws and regulations of the Seller's country and other applicable jurisdictions. The Buyer must disclose end-use and end-user information to enable the Seller to apply for export licenses or permits for each contract or purchase order. Any liability and legal consequences arising from failure to truthfully disclose end-use and end-user information shall be borne solely by the Buyer. The Buyer shall not, directly or indirectly, export, re-export, transfer, or otherwise make available the Goods to any country, entity, or person subject to trade sanctions or embargoes.

6.1 买方知悉，货物可能受卖方所在国及其他适用司法管辖区的出口管制和制裁法律法规的约束。买方必须披露最终用途及最终用户信息，以便卖方为每份合同或采购订单申请出口许可或执照。因未如实披露最终用途及最终用户信息而产生的任何责任及法律后果均由买方独自承担。买方不得直接或间接将货物出口、再出口、转让或以其他方式提供给受贸易制裁或禁运约束的任何国家、实体或个人。

6.2 The Buyer shall be solely responsible for obtaining any import licenses, approvals, or authorizations required by the destination country and for complying with all applicable import regulations.

6.2 买方应独自负责获得目的地国所需的任何进口许可证、批文或授权，并遵守所有适用的进口法规。

6.3 The Seller shall not be required to deliver the Goods or perform any obligations under the contract if it would violate any applicable export import control, sanctions, or counter-sanctions laws or regulations.

6.3 如果履行合同将违反任何适用的进出口管制、制裁或反制裁相关法律法规，则卖方无需交付货物或履行任何该合同项下的任何责任及义务。

6.4 If the Seller reasonably believes that performance of the contract may expose it to sanctions risk, export/import control violations, banking restrictions, or reputation risk, the Seller shall have the right to immediately suspend delivery or terminate this contract without any liability or obligation.

6.4 若卖方合理认为履行合同可能导致其面临制裁风险、进出口管制违规、银行限制或声誉风险，卖方有权立即暂停履行或终止本合同，且无需承担任何责任或义务。

7. GOVERNING LAW AND DISPUTE RESOLUTION

7. 管辖法律与争议解决

This contract and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that, in seeking to enforce the terms and obligations of this contract, the complaining party shall first give written notice of the alleged dispute to the other party, and the parties shall in good faith endeavor to resolve the dispute through prompt consultations and meetings between representatives having decision-making authority. If the dispute is not resolved within 30 days after the first written notice, the parties agree to engage in non-binding mediation at the Seller's city location, before a neutral mediator mutually agreed upon and jointly paid by the parties. If mediation fails to resolve the dispute, the parties may pursue appropriate legal action. Any legal action shall be brought exclusively in the courts of the Seller's city location, and the parties consent to the jurisdiction of such courts. A final judgment rendered by such court may be enforced against the assets of the losing party in any jurisdiction worldwide where such assets are located. The parties expressly waive any rights to a jury trial for any claims arising under this contract.

本合同及其产生的或与之相关的任何争议，应受中华人民共和国法律管辖并按其解释，排除其它法律选择规则，并排除《联合国国际货物销售合同公约》。双方同意，在寻求强制执行本合同条款和义务时，申诉方应首先书面通知对方所称之争议，双方应本着诚信，通过具有决策权的代表进行及时磋商和会议，努力解决争议。如果争议在书面通知首次发出后第 30 天仍未解决，双方同意在卖方所在地城市进行非约束性调解，由双方共同约定并共同支付费用的中立调解员主持。若调解未能解决争议，双方可通过适当的法律行动解决争议。法律行动只能在卖方实体所在地的法院提起，双方同意该等法院的管辖权。该法院作出的生效判决，可在败诉方资产所在的全球任一司法辖区针对败诉方资产申请执行。双方明确同意放弃要求陪审团审判就本合同下产生的任何索赔的一切权利。

8. Termination

8. 合同终止

8.1 If the Buyer breaches any of its obligations under this contract, or ceases operations, or entering into any form of bankruptcy, liquidation, dissolution, insolvency, receivership, administration arrangement with creditors, distress of security enforcement, the Seller may immediately terminate this contract by written notice to the Buyer, without prejudice to any rights and obligations which have accrued prior to such termination.

8.1 若买方违反本合同下的任何责任及义务，或停止营业，或进入任何形式的破产、清算、解散、无力偿债、被接管、与债权人纠纷、被扣押或被担保执行法律程序，卖方可立即通过书面通知买方终止本合同，但不影响双方在终止前已产生的各项权利及义务。

8.2 If the Seller determines that import/export licenses (whether under the People's Republic of China export control regime or other international requirements) are not obtainable, the Seller may at any time terminate this contract by written notice to the Buyer without any liability and obligation.

8.2 若卖方确定进出口许可证、（无论是根据中华人民共和国出口管制制度还是其他国际规定）未能到位，卖方可随时通过书面通知买方终止本合同，且不承担任何责任。

8.3 If the Buyer terminates this contract, or if the Seller terminates for cause, the Buyer shall pay to the Seller the following amounts as final settlement for all costs arising from such termination (including amounts payable for related claims): (i) the purchase price for all products that have been reasonably manufactured and completed by the Seller under this contract or portion thereof and for which the Buyer has not yet paid; (ii) any costs of materials specially procured by the Seller for manufacturing the Buyer's products that cannot be sold or redirected to other customers; (iii) the actual and reasonable costs incurred in settling any claims, returns, refunds, etc. for products already delivered under such terminated contract or portion thereof, and the Seller's work-in-progress semi-finished products (work-in-progress, or at warehouse incurred under that contract.)

8.3 若买方终止本合同，或卖方因故终止本合同，买方应向卖方支付以下金额，作为对因该终止产生的所有费用（包括相关索赔的应付货款）的最终结算：（i）卖方已根据该合同或其部分合理生产并完成，且买方尚未支付的所有产品的货款；（ii）卖方为制造买方产品而专门采购的、无法出售和/或转用于其他客户的任何成本；（iii）为解决就该终止合同或其部分已交付的产品而产生的任何索赔、退货、退款等而产生的实际合理成本，以及卖方就该合同而产生的在线或仓库的半成品成本。

The Seller shall use all reasonable resources and assistance to determine the scope of finished and semi-finished products under this contract. The amount payable to the Seller under this clause shall not exceed the total amount that would have been payable to the Seller under the original contract. In any such termination, the Seller shall submit its claim notice to the Buyer within 2 months after termination.

卖方应尽一切协助买方确定该合同下成品及半成品的范围。根据本条款应向卖方支付的金额不超过就该合同原应支付给卖方的总金额。在任何此类终止情况下，卖方应在终止后 2 个月内向买方提交其索赔通知。

9. Trademarks and Patents

9. 商标与专利

No trademark or patent owned by the Seller or its suppliers may be used without the written consent of the owner. The

parties shall mutually exempt each other from any liability for infringement of patents, trademarks, or other intellectual property rights arising out of or related to designs, specifications, or manufacturing processes/procedures under the contract between the parties.

未经商标或专利所有人书面同意，不得使用卖方或其供应商所拥有的任何商标或专利。买卖双方应对由双方合同下的设计、规格或制造工艺/程序而产生或涉及的相关专利、商标及其他知识产权的相互侵犯免除任何责任。

10. GENERAL PROVISIONS

10. 一般条款

Unless otherwise specified in writing by the Seller, all goods specifications and order requirements shall be subject to any tolerances published by the Seller. In addition, specifications, standards, and order requirements in the contract shall be subject to applicable industry standards (e.g., AMS, ASTM, API, etc.). If any provision (in this GTC or in any other contract) is inapplicable or unenforceable in certain circumstances, the remaining provisions shall continue to apply to the extent that they achieve the original intent and purpose.

除非卖方另有书面规定，所有商品规格和订单要求均应受卖方公布的任何公差约束执行。除此之外，合同中规格、规范和订单要求应受相关工业标准执行（比如，AMS,ASTM,API 等工业标准）。如果某些条款（在通用销售条款或任何其他合同中）在某些情况下不适用或不可执行的话，其他条款如果可以达到原来意图和目的的话应不受影响继续执行。

The parties shall comply with regulations prohibiting discrimination based on veteran status or disability, as well as regulations prohibiting discrimination based on race, color, religion, gender, or national origin. In addition, both parties shall require all suppliers (primary and subcontractors) to comply with and enforce the legal requirements prohibiting discrimination.

双方应遵守禁止歧视退伍军人身份或残疾状况的法规，以及禁止歧视由种族、肤色、宗教、性别或国籍来源的法规。此外，双方都应要求所有供应商（主要的和次级供应商）都应该履行及执行禁止歧视的法律要求。

If any provision of this agreement is inconsistent with or conflicts with the terms of the master contract, the master contract shall prevail.

如本协议的任何条款与主合同的条款存在不一致或冲突，应以主合同的条款为准。

Language. This contract is drafted in both Chinese and English, and the English version shall prevail.

语言。本合同以中英文编制，以英文为准。