



GENERAL SALES CONDITIONS

Party A: AMA (Shanghai) Trading Co., Ltd., here in after ASH
Party B: the CUSTOMER, here in after the Customer

1) Acceptance of present sales conditions

1.1) Following general sales conditions rule all our sales contracts even when purchase orders reaches us by phone, verbally, through fax, e-mail or post.

1.2) Present general sales conditions regulate all relationships between ASH and Customer unless particular sales conditions are agreed in writing.

2) Purchase orders and Offers

2.1) Purchase orders sent to ASH will become binding only when relevant written order confirmation is issued by ASH and as per terms stated in the general sales conditions.

2.2) Signature and/or chop of a proforma invoice or an order confirmation means an irrevocable Customer's bound.

2.3) ASH offers, quotations and proforma invoices are valid and in force for the period of 30 (thirty) days from its issuing date, unless differently specified by ASH. Passed the above mentioned period, if not returned signed, they will become ineffective, if not differently specified.

2.4) No purchase order may be unjustly revoked by the Customer without ASH written acceptance. In case of purchase order cancellation, ASH reserves the right to ask for costs reimbursement arisen from above mentioned cancellation.

2.5) All technical data and measures stated in catalogues, web site, offers, quotations, proforma invoices and order confirmations have a purely indicative meaning. ASH reserves the right to bring all necessary modifications due to the technical evolution of its production without any further notice.

3) Prices

3.1) Prices are considered on an Ex-Works Shanghai, China and they are regulated by INCOTERMS 2000 rules approved by the International Chamber of Commerce, free of packing charges, VAT tax and every possible additional tax.

3.2) ASH reserves the right to modify above mentioned prices before delivery in case of unexpected and unforeseeable costs increase, committing itself to promptly advise the Customer about any changes so to enable him, in case, to cancel the purchase order. In case of prices modification, dispatch of goods will be effected only after Customer's acceptance confirmation of relevant modification communicated by ASH.

4) Payments and deposits

4.1) Supply's payment has to be effected in form and type expressly stated in proforma invoice or in order confirmation. Amount

transfer is always effected at Customer own risk whatever is the type of payment agreed. 4.2) Whenever payments will not be effected in due time, ASH reserves the right to stop pending supplies and/or cancel purchase orders even if already confirmed.

4.3) Single purchase orders and single supplies have to be considered as autonomous and independent from any possible pending purchase order and dispatch for the same Customer. In no case and for no reason Customer may stop payment of ordered supplies.

4.4) Defect of payment within the expiry date will oblige the invoicing of passive interests calculation in accordance with the directive 2011/77/UE of the European Parliament dated 16 February 2011 and the possible modification of payment terms for the following supplies.

4.5) In some cases, ASH reserves the right to ask for a cash advance payment on purchase order.

4.6) Advance paid by Customer have to be considered as an amount bearing no interest and are not considered as earnest; nevertheless, in case of missing contract execution from Customer side, ASH will have the right to keep deposits credited, unless the major damage.

4.7) It is forbidden to the Customer to compensate with ASH if existing, live credits and debits, if not expressly authorized in writing.

5) Delivery and Dispatches

5.1) Terms of delivery are purely indicative and not binding. ASH will not be obliged to any reimbursement or penalty in case of delayed delivery unless differently agreed in writing. In any case, ASH will not be obliged to any reimbursement caused by force-majeure circumstances or any other circumstances beyond the its control.

5.2) Goods travel at Customer's charge and at Customer own risk. Customer will inform method of transport time by time.

5.3) Customer has to examine goods received within 8 (eight) days from reception and forward detailed information to ASH in case of faults found – or which may be found – from a first examination or any other claim regarding products. In case of damages during transport, copy of the signed non-conformity complain to the appointed Forwarding Agent should be supplied. Products will be definitely considered as accepted and in conformity to what agreed in sales contract in case Customer does not arrange above mentioned communication.

5.4) Consignee has to bear insurance of goods.

6) Packing

6.1) ASH will use packing considered most suitable at its own discretion unless not differently asked by the Customer.

6.2) Packing is invoiced at cost price and returned packing is not accepted.

7) Warranty

7.1) General Warranty Conditions published aside by ASH are expressly recalled as apply on this matter.

8) Returned goods

8.1) Returns of goods are not accepted if not previously agreed by ASH and authorized in writing and in any case not later than 90 (ninety) days after ASH Invoice date.

8.2) Goods have to be delivered to ASH on a CPT (Carriage Paid To) Shanghai China – Incoterms 2000 basis. Customer has to arrange delivery, freight charges and relevant risk are at his charge. Goods delivered on an Ex-Works basis will not be collected.

8.3) In case of authorized return the Customer has to return unused goods in the same conditions in which he originally received the merchandise.

9) Restrictions and damages' responsibility

9.1) Customer commits himself not to use purchased goods in a different way from the one they are destined and not to modify their construction, functionality and design. 9.2) ASH does not assume any responsibility in case of damages arisen by improper use or accidents which may verify using sold products.

10) Retention of ownership

ASH retains product's property until settlement of last price instalment, including possible taxes or over-taxes and any other additional fee which may be agreed.

11) Competent Court and applicable law

11.1) This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

11.2) Any and all disputes, disagreement, controversy, or claim raised, both parties shall negotiate friendly. If failed to conclude in agreement, shall be submitted to Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

11.3) The arbitration proceeding shall be conducted in English language. 12) Contract's General Conditions applicability Contracting parties all declare that above mentioned contract general conditions will govern all future supplies, unless differently agreed.

13) Force Majeure

None of the party will be considered responsible for non-fulfilment of its obligations of the present Contract if it is caused by force-majeure circumstances such as: natural disasters, war and military operations of any kind, blockades, embargo, prohibition of export and import activities or other circumstances beyond the control of the parties.

The case of force-majeure should be confirmed by the Chamber of Commerce of countries of any of both parties.



通用销售条款

甲方：埃马（上海）商贸有限公司（以下简称“埃马上海”）

乙方：客户（以下简称“客户”）

1) 销售条款的接受

1.1) 无论采购订单是通过电话还是口头传达，或是通过传真、电子邮件或邮寄方式发送至我司，以下通用销售条款适用于我司所有销售合同。

1.2) 除经双方书面确认的特殊销售条款外，当前通用销售条款可规范埃马上海和客户之间的所有关系。

2) 采购订单和报价

2.1) 发送至埃马上海的采购订单，按照通用销售条款的要求，一经埃马上海书面确认或出具订单确认，即具有约束力。

2.2) 形式发票或订单确认函一经签名和/或盖章，即意味着对客户形成不可撤销的约束力。

2.3) 除埃马上海特别指出外，埃马上海的出价单、报价单和形式发票的有效期限为出具日期的 30 天内。如无特别指出，签字确认一旦超出上述期限，以上信息资料将失效。

2.4) 如没有埃马上海的书面接受，任何采购订单不得由客户随意撤销。如果采购订单被撤销，埃马上海保留对因上述撤销所产生的损失进行追索的权利。

2.5) 出现在目录、网站、出价单、报价单、形式发票和订单确认函中的所有技术数据和规格参数，均具有明确的意义。埃马上海保留因生产技术革新而对产品进行更新的权利，恕不另行通知。

3) 价格

3.1) 价格为中国上海工厂交货价，适用于国际商会通过的国际贸易术语 2000，不包含包装费、增值税和其他可能的税费。

3.2) 交货前，如因不可预期的成本上涨，埃马上海保留调整上述价格的权利，并应立即通知客户有关的变化，客户有权利撤销采购订单。只有客户通过与埃马上海协商后，确认接受价格调整的，才能执行发货。

4) 付款和定金

4.1) 付款方式应根据形式发票或订单确认函中的约定执行。无论何种付款方式，款项的支付由客户自行承担风险。

4.2) 如款项未能按时支付，即使采购订单已确认，埃马上海仍保留停止发货和/或撤销采购订单的权利。

4.3) 每一票采购订单和每一单的供货，应被视为独立的订单，不应与同一客户的其他采购订单和供货产生关联。客户不可任意停止已确认订单的款项支付。

4.4) 有效期内产生的支付问题，将依据 2011 年 02 月 16 日欧洲议会颁布的 2011/7/UE 号

指令和货物付款方式的修改，来计算利息损失并出具利息发票。

4.5) 在某些情况下，埃马上海保留要求采购订单预付款的权利。

4.6) 客户支付的预付款不涉及利息，不等于于保证金；但是，如果客户未能执行合同，埃马上海有权利扣留预付款。

4.7) 如果未得到埃马上海的书面授权，客户无权向埃马上海出具索赔要求赔偿。

5) 交货和发货

5.1) 交货方式应明确指出，但不具备约束力。除非有书面同意，否则埃马上海不予承担由延迟交货所产生的赔偿或罚金。在任何情况下，埃马上海都不予承担由于不可抗力或超出控制能力所导致的赔偿。

5.2) 客户承担货物的运输费用，并承担相关风险。每单货物，客户都应告知运输方式。

5.3) 客户收到货物后的 8 (八) 天内，应及时检查货物，一旦发现货物存在缺陷-或可能存在缺陷-或收到任何关于产品的其他投诉，应告知埃马上海相关信息，如果货物在运输途中受损，买方必须同时提供由指定货代签署的不合格声明副本。如客户未按照以上程序操作，产品将被认定为已接受并符合销售合同上的约定。

5.4) 收货人承担货物保险费用。

6) 包装

6.1) 除非客户有特殊要求，否则埃马上海将自行决定使用认为是最合适的包装。

6.2) 价格已包含包装费用，退回的包装不予接受。

7) 质保

7.1) 埃马上海公布的通用质保条款适用于本协议。

8) 退货

8.1) 未经埃马上海书面确认，或已超出埃马上海出具发票日期 90 (九十) 天的退货不予接受。

8.2) 货物应以 CPT (运费付至) 中国上海-国际贸易术语解释通则 2000-的条款发给埃马上海。客户承担发货费、运输费和相关风险。工厂交货的退货方式不予接受。

8.3) 对于已授权的退运货物，客户在退回未使用的货物时，货物情况应与最初收到货物时一致。

9) 限制和损害赔偿責任

9.1) 客户承诺不会将采购的产品用作其他用途，也不会修改产品的结构、功能和设计。

9.2) 对于销售的产品，如因使用不当造成的任何损害事故，埃马上海不承担任何责任。

10) 所有权保留

在最后一笔货款结清之前，包括可能产生的税费或双方已同意的其他额外费用，埃马上海保留对货物的所有权。

11) 法院管辖权和适用法律

11.1) 本协议适用于中华人民共和国民法以及在中国境内生效的其他法律。

11.2) 由本协议或与本协议有关的违约、终止、无效、所引起的任何争议、异议、冲突、或索赔请求，买卖双方应先友好协商。如果协商不一致，则应提交上海国际经济贸易仲裁委员会（又称“SHIAC”）按照申请仲裁时有效的 SHIAC 仲裁规则进行仲裁。仲裁裁决为终局，对协议方均有约束力。

11.3) 仲裁语言为英文。

12) 合同的普遍适用性

合同双方确认，除非另有约定，否则上述的合同通用条款适用于未来的所用商品交易。

13) 不可抗力

因下列不可抗力造成合同义务无法履行，合同双方都不承担责任：自然灾害、战争和任何军事行动、封锁、禁运、进出口禁令或其他双方不可控的情况。

不可抗力应通过合同双方国家的商会证实。

