

## GENERAL TERMS AND CONDITIONS OF SALE 通用销售条款

The acceptance of any order for purchase of Products from SIT Manufacturing (Suzhou) Co., Ltd., a company duly incorporated under the laws of China, with registered office in No.666-Jianlin Road, Suzhou New District (No.36 EPZ Sub-Industrial Park), China 215004 (**SIT SUZHOU**), is expressly made conditional on the customer's (**Customer**) acceptance of these "General Terms and Conditions of Sale" (the **Conditions of Sale**).

西特燃气控制系统制造（苏州）有限公司，是一家根据中国法律正式成立的公司，注册地址为中国苏州高新区建林路 666 号(出口加工区配套工业园 36 号标准厂房)，邮编 215004（**西特苏州**），对于客户向西特苏州采购产品的任何订单，西特苏州将于客户（**客户**）明确接受本“通用销售条款和条件”（**销售条件**）的前提下方可确认。

Any terms or conditions provided in purchase orders, or other documents pertaining to any such order, regardless of their wording or when received by SIT SUZHOU, which are in conflict or inconsistent with or in addition to these Conditions of Sale, are not applicable and will not become a part of any contract of sale between SIT SUZHOU and the Customer (a **Contract**) which will be executed upon acceptance by SIT SUZHOU of a purchase order placed by the Customer.

采购订单或与任何此类订单相关的其他文件中约定的任何条款或条件，无论其措辞如何，且不论西特苏州何时收到，如这些条款或条件与本销售条件相冲突或不一致，或在本销售条件的基础上增加的，均不适用，且不会成为西特苏州与客户之间的任何销售合同（**合同**）的一部分，其将在西特苏州接受客户下的采购订单后执行。

### 1. PRODUCTS 产品

The SIT SUZHOU Products which may be ordered by the Customer shall be those described in SIT SUZHOU's catalogues and/or in SIT Group's catalogues and/or website and identified by SIT SUZHOU's Product code (the **Products**).

客户可能采购的西特苏州产品应为西特苏州目录和/或西特集团目录和/或者网站中描述的产品，并以西特苏州的产品代码标识（**产品**）。

Sending catalogues shall not constitute an offer by SIT SUZHOU and, therefore, the Products therein indicated may be modified, changed, or withdrawn from the market by SIT SUZHOU at any time without warning.

发送目录不构成西特苏州的报价，因此，目录中的产品可由西特苏州在未经警告的情况下随时修改、更改或被退出市场。

### 2. ORDERS 订单

Purchase orders concerning the Products shall be issued by the Customer in writing and may also be sent by e-mail. If in verbal form, they shall subsequently be confirmed in writing.

与产品有关的采购订单应由客户以书面形式发出，也可以通过电子邮件发送。如果是口头形式，则应随后以书面形式予以确认。

Each purchase order shall indicate the list of the ordered Products with the detail of the ordered quantity for each Product and the date of delivery.

每份采购订单应注明采购产品的清单，以及每种产品的采购数量和交货日期的详细信息。

SIT SUZHOU shall notify the Customer in writing its acceptance or rejection of any purchase order within 15 (Fifteen) working days from the day on which any such purchase order is duly received by SIT SUZHOU.

西特苏州应在其正式收到任何采购订单之日起 15（十五）个工作日内以书面形式通知客户其接受或拒绝任何采购订单。

No purchase orders will or could be deemed as automatically accepted by SIT SUZHOU in lack of (or before) the issuance by SIT SUZHOU of the relevant purchase order confirmation. Orders shall be considered accepted and, therefore, binding on SIT SUZHOU upon receipt by Customer of the purchase order confirmation. The orders received by SIT SUZHOU shall be firm up to the expiration of the aforesaid 15 (Fifteen) working days term for their acceptance by SIT SUZHOU.

在西特苏州未出具，或在其出具相关采购订单确认书之前，任何采购订单将不会且不能被视为西特苏州自动接受。在客户收到采购订单确认书后，方视为订单被接受，并因此对西特苏州具有约束力。西特苏州收到的订单应在西特苏州接收订单后的上述 15（十五）个工作日期限届满前保持有效。

Any request for cancellation or variation of purchase orders already confirmed must be submitted in writing and are subject to SIT SUZHOU's acceptance. In the event the request is accepted in writing by SIT SUZHOU, SIT SUZHOU shall have the right to be compensated for any expenses and losses incurred as a consequence of the cancellation or variation of the purchase order.

已确认的采购订单的任何取消或变更要求必须以书面形式提交，并取决于西特苏州是否接受。如果西特苏州以书面形式接受该要求，西特苏州应有权就因采购订单的取消或变更而产生的任何费用和损失获得赔偿。

### **3. CONFIRMATION** **确认**

The purchase order confirmation and a possible sales agreement shall indicate the Products' volume, SIT SUZHOU Product's code, prices, payment conditions, delivery term and transport conditions.

采购订单确认书和可能的销售协议应注明产品的数量、西特苏州产品代码、价格、付款条件、交付条款和运输条件。

Should a confirmation contain modifications and/or additions in respect of the order, such modification and/or addition shall be considered to have been accepted by the Customer after

the Customer countersigns on such confirmation within 5 (five) days of receipt of the purchase order confirmation.

如果确认书包含对订单的修改和/或添加，如客户在收到采购订单确认书后的 5（五）天内会签该确认书的，则该修改和/或添加应被视为已被客户接受。

#### **4. PRICES** **价格**

The prices are those which appear on the purchase order confirmation and on a possible sales agreement. If not differently specified in the purchase order confirmation and/or in a possible sales agreement, all prices are inclusive of costs of packing, loading of Products onto transport means at SIT SUZHOU's premises. Shipment, VAT and other taxes, duties or charges which may be levied on the Products in China, or in the country where the Products are delivered shall be entirely paid by the Customer.

价格是指出现在采购订单确认书和可能的销售协议上的价格。如果采购订单确认书和/或可能的销售协议中没有不同规定，所有价格均包括在西特苏州经营场所将产品包装、装载到运输工具上的费用。在中国或产品交付国可能对产品征收的装运、增值税和其他税费、关税或费用应全部由客户支付。

Prices, if not differently specified in the purchase order confirmation and in a possible sale agreement, are not inclusive of costs of transport, insurance and exportation and importation. 如果采购订单确认书和可能的销售协议中没有不同规定，价格不包括运输、保险和进出口成本。

#### **5. CURRENCY** **货币**

The invoiced prices of the Products shall be expressed in Euro/CNY, if not differently specified.

如果没有不同规定，产品的开票价格应以欧元/人民币表示。

#### **6. PAYMENT** **付款**

Payment terms shall be indicated in the purchase order confirmation and/or in a possible sale agreement.

付款条件应在采购订单确认书和/或可能的销售协议中注明。

Should payment be provided for by letter of credit (L/C), the letter of credit shall be confirmed by a primary bank proposed by the Customer and accepted by SIT SUZHOU. The letter of credit shall be irrevocable, transferable, in whole or in part and on one or more tranches and payable upon the date on which payment of the Products is due. Said letter of credit shall be negotiable against the documents provided for under these Conditions of Sale.

如果通过信用证（L/C）付款，信用证应由客户提议的主要银行确认，并由西特苏州接受。信用证应为不可撤销的、可全部或部分、一次或多次转让的，并应在产品付款到期之日支付。上述信用证应可凭本销售条件下规定的单据进行议付。

Should payment be provided for upon presentation of documents, SIT SUZHOU shall present the documents provided by these Conditions of Sale at the bank agreed with the Customer and, if no such bank has been indicated, at the bank selected by SIT SUZHOU.

如凭出示单据进行付款的，西特苏州应将本销售条件规定的文件提交给与客户约定一致的银行，如果未指定该银行，则提交给西特苏州选择的银行。

Should payment be provided for by direct remittance, such remittance shall be made by money transfer, to the bank account indicated by SIT SUZHOU on the purchase order confirmation and/or in a possible sale agreement (or in pro-forma invoice) within the date of payment specified in the purchase order confirmation and/or in a possible sale agreement.

如果以直接汇款的方式付款，则应在采购订单确认书和/或可能的销售协议中规定的付款日期内，通过汇款的方式将款项汇至西特苏州在采购订单确认书和/或可能的销售协议（或形式发票）中指定的银行账户。

When and only when provided for in the purchase order confirmation, SIT SUZHOU shall be entitled to accept payment by a bank acceptance draft for the sum indicated on the invoice, payable upon the date on which payment of the invoice is due. Said draft shall be payable at the bank indicated by the Customer and agreed by SIT SUZHOU.

当且仅当采购订单确认书中有规定的情况下，西特苏州才有权接受发票上所示金额的银行承兑汇票付款，该金额应在发票付款到期之日支付。上述汇票应由客户指定且西特苏州同意的银行支付。

In the event of total or partial delay in payment, the Customer shall pay, on the unpaid sum, a conventional interest at a rate equal to Euribor (six months) plus a spread of 4%, without prejudice to SIT SUZHOU's right to terminate the Contract.

如果全部或部分延迟付款，客户应就未付款项按照欧洲银行同业拆借利率（六个月）加 4% 支付协定利息，且不影响西特苏州终止合同的权利。

Title to all Products sold hereunder shall remain with SIT SUZHOU until payment in full thereof is made by the Customer.

本协议项下销售的所有产品的所有权在客户全额付款之前应归西特苏州所有。

## **7. DEFAULT** **违约**

If in SIT SUZHOU's judgement, the Customer's financial conditions at any time do not justify continuance of production or shipment on the terms and conditions originally agreed, SIT SUZHOU may require full or partial payment in advance. In the event of the Customer's bankruptcy or insolvency or in the event any proceeding is brought against the Customer (initiated by the Customer or any other party) under any bankruptcy or insolvency laws, SIT SUZHOU shall be entitled to cancel any order then outstanding and receive payment of the relevant cancellation charges.

根据西特苏州判断，在任何时候，若客户的财务状况不能证明按照最初约定的条款和条件继续生产或装运是合理的，西特苏州可以要求提前全额或部分付款。如客户破产或无力偿债，或根据任何破产法律客户被提请进入任何破产相关程序的（无论由客户

或任何其他方提起)，西特苏州有权解除当时未完成的任何订单，并收取相关解除费用。

In case the Customer does not pay the invoices at terms and conditions agreed upon between the parties, SIT SUZHOU is entitled to automatically stop the deliveries of Products without any liabilities.

如客户未按照双方约定的条款和条件支付发票，西特苏州有权自动停止交付产品，而不承担任何责任。

## **8. DELIVERY** **交付**

The delivery terms indicated in the purchase order confirmation and in a possible sale agreement shall not be essential and any delay shall not entitle the Customer to request termination of the Contract.

采购订单确认书和可能的销售协议中所述的交付条款不是必不可少的，任何延误都不应使客户有权要求终止合同。

Without prejudice to Clause 6, whereby passage of title on the Products shall occur only upon full payment of the Products, delivery of the Products, and relevant transfer of risks on the Customer, shall be considered as effected, irrespective from any agreement of the parties regarding transport costs, at SIT SUZHOU's premises, upon the loading of the Products onto the relevant mean of transportation, on the date which shall result from the transport documents. The Products shall travel at the Customer's own risk.

在不影响第 6 条的情况下（即产品的所有权只有在客户全额支付产品货款后方可转移），产品的交付及相关风险转移，应在西特苏州的经营场所，在运输单据上注明的日期将产品装载到相关运输工具上起即已完成，即相关风险已转移至客户，无论双方是否就运输成本达成任何协议。产品的运输风险由客户自行承担。

## **9. FORCE MAJEURE** **不可抗力**

As so long as SIT SUZHOU or Customer are prevented from performing their contractual obligations due to fire, flood, war, riots, lock-outs, slowdowns, accidents of any kind, epidemic, lack of or delayed delivery on the part of suppliers, interruption or suspension of transports or energy, unavailability or scarcity of raw materials, delay in obtaining or inability to obtain materials, equipment or parts from regular sources, strikes, picketing or other labour disputes, or controversies, default of suppliers or any other circumstances beyond their reasonable control, such obligations shall be suspended, and the affected party shall not be responsible, from the day in which a party of the Contract notifies their existence to the other in writing.

只要西特苏州或客户因火灾、洪水、战争、暴乱、封锁、怠工、任何类型的事故、流行病、供应商未交付或延迟交付、运输或能源中断或暂停、原材料不可获得或稀缺、延迟获得或无法从常规渠道获得材料、设备或零件、罢工、纠察或其他劳资纠纷、争议、供应商违约或任何其他超出其合理控制范围的情况而未能履行其合同义务的，自

合同一方以书面形式通知另一方该情况存在之日起，该义务应暂停，且受影响的一方不承担责任。

## **10. SHIPMENT** **装运**

Without prejudice to Clause 8, second paragraph, should a sale with transport cost to be borne by SIT SUZHOU have been agreed, SIT SUZHOU shall designate the shipping agent, giving notice thereof to the Customer.

在不影响第 8 条第 2 款的情况下，如已同意相关销售由西特苏州承担运输费用，西特苏州应指定运输代理，并就此向客户发出通知。

Without prejudice to Clause 8, second paragraph, should a sale with transport cost to be borne by the Customer have been agreed, SIT SUZHOU shall inform the Customer that the Products are ready for shipment and the Customer shall, within eight days of such communication, designate the shipping agent. If no such designation is made within the aforesaid term, SIT SUZHOU shall be entitled to either make the designation, giving notice of the terms and conditions of transport to the Customer with costs to be undertaken by the Customers.

在不影响第 8 条第 2 款的情况下，如果已同意相关销售由客户承担运输费用，西特苏州应通知客户产品已准备好待装运，客户应在该通知发出后八天内指定运输代理。如果在上述期限内客户未指定运输代理的，西特苏州有权作出指定，并通知客户运输条款和条件，费用由客户承担。

The Products shall be accompanied by the usual shipping documents and, if they are to be exported, by custom's documents and by any other documents requested expressly by the Customer in order to comply to its mandatory law.

产品应附有常规的运输文件，如产品需要出口，还应附有海关文件和客户明确要求的任何其他文件，以遵守其强制性法律。

In the event the Customer is not ready to accept receipt of Products temporarily, SIT SUZHOU will arrange storage of the Products at Customer's expense. The Customer agrees and acknowledges that SIT SUZHOU is not responsible or liable for any loss, damage, misplacement or damage caused to the Products while they are stored.

如果客户暂时未准备好接收产品的，西特苏州将安排产品的仓储，费用由客户承担。客户同意并承认，西特苏州不对在仓储期间对产品造成的任何损失、损坏、错放或损害负责。

Upon departure of the Products, a copy of the documents shall be sent by SIT SUZHOU to the Customer by e-mail.

产品运出后，西特苏州应通过电子邮件向客户发送一份文件复印件。

## **11. INSURANCE** **保险**

Without prejudice to Clause 8, second paragraph, should a sale with insurance cost to be borne by SIT SUZHOU have been agreed, SIT SUZHOU shall provide for the execution of the relevant policy in favour of the Customer with an insurance company selected by SIT SUZHOU.

在不影响第 8 条第 2 款的情况下，如已约定由西特苏州承担销售产品的保险费用，西特苏州应通过其选择的保险公司执行以客户为受益人的相关保单。

Without prejudice to Clause 8, second paragraph, should a sale with insurance cost to be borne by the Customer have been agreed, SIT SUZHOU, if requested, shall execute the relevant policy in favour of the Customer and at the Customer's expense.

在不影响第 8 条第 2 款的情况下，如已约定由客户承担销售产品的保险费用，西特苏州应在客户要求的情况下执行以客户为受益人的相关保单，费用由客户承担。

## **12. INSPECTION AND ACCEPTANCE OF THE PRODUCT BY THE CUSTOMER**

### **客户对产品的验收**

The Products shall be inspected by the Customer immediately after their arrival. Claims for incomplete or wrong deliveries or concerning Products not corresponding to the contractual Products or for Product damages shall be sent by the Customer to SIT SUZHOU within and not later than eight (8) days from the date of their delivery. If by such above eight (8) day term SIT SUZHOU does not receive a written detailed claim from the Customer, as to the quality or quantity of the delivered Products, such Products shall be considered as finally accepted by Customer and can no longer be subject to claims, except for claims possibly made under the Clause "Warranty and Claim" of these Conditions of Sale.

客户应在产品到达后立即对产品进行检验。客户应在交付之日起八（8）天内将不完整或错误交付或与合同产品不符的产品或产品损坏的索赔发送给西特苏州。如果在上述八（8）天期限内，西特苏州未收到客户就交付产品的质量或数量提出的书面详细索赔，则该产品应被视为已被客户最终接受，不再受索赔的约束，但根据本销售条件“质保和索赔”条款可能提出的索赔除外。

If upon inspection of the Products Customer (within the term provided for under the above Clause) notifies SIT SUZHOU in writing of any claim concerning a material defect of the Products, upon SIT SUZHOU's prior written approval, Customer shall be entitled to return such Products to SIT SUZHOU.

如（在上述条款规定的期限内）对产品进行检验后，客户以书面形式通知西特苏州有关产品重大缺陷的任何索赔，经西特苏州事先书面同意，客户有权将该等产品退回西特苏州。

## **13. WARRANTY AND CLAIMS**

### **质保和索赔**

SIT SUZHOU warrants that the Products supplied to the Customer under these Conditions of Sale shall be compliant with the Technical Specifications laid out by SIT SUZHOU. SIT SUZHOU also warrants that the supplied Products shall be free from defects in materials and workmanship and in compliance with the mandatory product standard and regulation.

西特苏州保证，根据本销售条件向客户供应的产品符合西特苏州制定的技术规范。西特苏州还保证所供应的产品在材料和工艺方面没有缺陷，并符合强制性产品标准和法规。

The Customer shall promptly notify SIT SUZHOU in writing of any event which may entail a claim under this Clause “Warranty and Claims”. In so far as possible the Customer will detail all the data necessary for the identification of the Products, the date of delivery and assembly, the date and the place of installation, the equipment on which the product was assembled and the description of the defect found.

客户应及时书面通知西特苏州任何可能导致本条“质保和索赔”项下索赔的事件。客户将尽可能详细说明识别产品所需的所有数据、交付和组装日期、安装日期和地点、组装产品的设备以及对所发现的缺陷的描述。

Upon any warranty claim, if so requested by SIT SUZHOU, the Customer shall promptly return to SIT SUZHOU any allegedly defective or non conforming Product. If restitution of the product is not requested by SIT SUZHOU, the Customer shall store it in a separate area of its warehouse, available for any possible control or inspection by SIT SUZHOU, for as long as the relevant warranty claim is not finally accepted or rejected. Claims under this Clause “Warranty and Claims” shall be accepted by SIT SUZHOU only if relevant to defects or non conformities which are entirely attributable to SIT SUZHOU’s responsibility and which could not have reasonably detected upon the inspection which the Customer must conduct on all the Products pursuant to Clause 12 of these Conditions of Sale.

在收到任何质保索赔后，如果西特苏州提出要求，客户应立即将任何据称有缺陷或不合格的产品退还给西特苏州。如果西特苏州没有要求归还产品，只要相关质保索赔尚未有最终结论被接受或拒绝，客户应将产品存放在其仓库的一个单独区域，以便西特苏州进行任何可能的控制或检查。本条款“质保和索赔”项下的索赔，仅在其与完全可归因于西特苏州责任的缺陷或不合格相关，且其在客户必须根据本销售条件第 12 条对所有产品进行检验时无法合理发现的，西特苏州才会接受。

Hidden defects which cannot be detected immediately after arrival of the Products shall be reported by the Customer to SIT SUZHOU without delay after discovery, under penalty of forfeiture.

产品到达后无法被立即发现的隐藏缺陷，经客户发现后，客户应毫不延迟地向西特苏州报告，并由西特苏州予以没收。

Upon receipt of any warranty claim from the Customer, and provided that such claim is in compliance with the provisions and limitations of this Clause “Warranty and Claims”, SIT SUZHOU shall, at its discretion, either repair (where possible) or replace free of charge any defective or non conforming Products or issue credit for the purchase price of product deemed out of Specifications.

在收到客户的任何质保索赔后，只要该索赔符合本条“质保和索赔”的规定和限制，西特苏州应自行决定修理（如可能）或免费更换任何有缺陷或不合格的产品，或根据被视为不符合规范的产品的购买价格提供扣款。

SIT SUZHOU shall be entitled to reject any Customer warranty claim within thirty (30) Business Days from the date on which it receives either such claim or the Products to which



the claim relates. In addition SIT SUZHOU shall be in any case relieved from any and all obligations and liabilities under this Clause "Warranty and Claims" (a) if Customer fails to notify SIT SUZHOU in writing about any defect within thirty (30) days from the date on which said defect becomes known to the Customer, and/or (b) in any case where the applicable warranty period provided for under this Clause "Warranty and Claims" has expired.

西特苏州有权在收到任何客户质保索赔或索赔相关产品之日起三十 (30) 个工作日内拒绝任何此类索赔。此外, (a) 如客户未能在其知晓任何缺陷之日起三十 (30) 天内书面形式通知西特苏州该缺陷的, 和/或 (b) 在任何情况下, 本条“保修和索赔”规定的适用质保期已到期的, 则西特苏州在任何情况下都应免于承担本条“质保和索赔”项下的任何和所有义务和责任。

SIT SUZHOU shall also be relieved from any and all obligations and liabilities under this Clause "Warranty and Claims" in the event that the defect of any Product is the consequence of (i) normal wear and tear, and/or (ii) improper use, storage or maintenance of the Products (including the use, storage or maintenance of the Products which is not in compliance with SIT SUZHOU's instructions), and/or (iii) any repair, disassembly or modification of the Products made by Customer or third parties without the prior written authorisation of SIT SUZHOU. Furthermore, no warranty claim can be made by Customer or any third party in respect of those Products on which the Product Identification Code has been damaged or canceled.

如果任何产品的缺陷是由于以下原因造成的 (i) 正常损耗和/或 (ii) 产品的不当使用、储存或维护 (包括对产品的使用、储存或维护与西特苏州的指示不符的), 和/或 (iii) 未经西特苏州事先书面授权, 客户或第三方对产品进行的任何维修、拆卸或修改, 西特苏州也应被免除本条“质保和索赔”项下的任何和所有义务和责任。此外, 客户或任何第三方不得就产品识别码已损坏或被擦除的产品提出质保索赔。

SIT SUZHOU's obligations under this Clause "Warranty and Claims" shall continue as to each delivered Product for a period ending twenty-four (24) months from the production date of such Product.

西特苏州在本条“质保和索赔”项下就已交付产品的义务应持续至该产品生产之日起二十四 (24) 个月止。

The remedies provided herein shall be the sole and exclusive obligations and liabilities of SIT SUZHOU pursuant to the warranty provisions hereunder. The Customer consequently waives all other rights and remedies which may be provided in its favour under the Law governing these Conditions of Sale.

本销售条件规定的补救措施应为西特苏州根据本销售条件质保条款承担的唯一义务和责任。因此, 客户放弃根据管辖本销售条件的法律可能为其提供的所有其他权利和补救措施。

No claim made under this Clause "Warranty and Claims" shall entitle the Customer to suspend any payments due to SIT SUZHOU under an order, Contract and/or sales agreement. 根据本条“质保和索赔”提出的任何索赔均不得使客户有权暂停向西特苏州支付任何订单、合同和/或销售协议项下的应付款项。

**14. RESALE**  
**转售**

The Customer cannot resell Products acquired from SIT SUZHOU to third parties without prior written authorisation of SIT SUZHOU. In relation to that above-mentioned, those (even though an independent organization) who effect After-Sales Assistance upon Products of the Customer are not to be considered “third parties”.

未经西特苏州事先书面授权，客户不得将从西特苏州获得的产品转售给第三方。就上述情况而言，对客户产品提供售后服务的人员（即使是独立组织）不应被视为“第三方”。

**15 GOVERNING LAW**  
**管辖法律**

The orders, Contracts and/or sales agreements executed under these Conditions of Sale shall be governed by, construed and enforced in accordance with, the laws of the People’s Republic of China.

根据本销售条件签订的订单、合同和/或销售协议应受中华人民共和国法律管辖，根据中华人民共和国法律解释和执行。

**16. EXCLUSIVE JURISDICTION**  
**专属管辖权**

Any and all disputes arising out of or in connection with the interpretation, the execution, the termination and any other question related to these Conditions of Sale or any order, Contract and/or sales agreement executed hereunder shall be finally and exclusively settled by the court where SIT SUZHOU is located.

因解释、执行、终止以及与本销售条件相关的任何其他问题或本销售条件下执行的任何订单、合同和/或销售协议而产生的或与之相关的任何及所有争议，应由西特苏州所在地的法院最终独家解决。