

销售通用条款

General Terms and Conditions of Sale

1. 适用范围 General – Scope

除非另有书面约定，本条款适用于双方就合同产品或服务（以下统称为“产品”）的所有买卖。

The following terms apply to all sales of products or services and deliveries unless agreed otherwise in writing. Furthermore, they apply within the framework of an ongoing business relationship. As well as for all future business with the customer, even if this is not expressly agreed in the future. The customer's terms of business apply only if we have agreed to them in writing.

2. 验收 Acceptance

2.1 合同产品交付后，买方应自收货起十二（12）小时内收货单上签字确认收到合同产品（买方签字确认收货或者超过12小时未签字确认收货均视为卖方已交付），并不迟于合同产品交付后三（3）个自然日内（“验收期”）进行验收。如发现包括但不限于短少、损坏或者型号、规格等与合同约定不符，买方应在“验收期”内书面通知卖方。如果买方未书面提出合同产品不符合合同约定，则自交付之日起，已交付的合同产品被视为符合合同约定，卖方已按合同约定履行义务。

Upon delivery of Contractual Product, the Buyer shall sign the cargo receipt within 12 hours from the date of receipt (either signing of cargo receipt by the Buyer or even not signing but beyond the time limit shall be deemed as Product has been delivered), and the Buyer shall carry out inspection within 3 natural days (“inspection period”) upon receipt of Product. In the event that any non-conformity is found including, but not limited to shipment shortage, damage, model or specifications, etc., the Buyer shall notify the Seller in written form but within inspection period. If the Buyer fails to notify the Seller within aforesaid time limit, the Product shall be deemed in conformity with the contract and the Seller has fulfilled its obligations in accordance with the Contract.

2.2 合同产品的轻微瑕疵（指对合同产品的安全，操作，维护和修理不构成严重影响的瑕疵）不应当成为拒绝接收的理由。卖方应当在自收到买方的书面通知后的合理期限内以合理方式修补合同产品的瑕疵。在任何情况下，合同产品部分或全部投入商业运行时，即应视为已经通过了验收。

Minor defects of the Contractual Products that have no serious effect on the safety, operation, maintenance or repair of the Contractual Products shall not impede the Acceptance. The Seller shall remedy such defects of the Contractual Products within a reasonable period and in a reasonable manner upon the receipt of the written notice from the Buyer. In any case, the Acceptance shall be deemed to have been granted in the event that the Contractual Products are partially or fully, put into commercial operation.

2.3 买方或者第三人就有关检验合同产品的成本及费用应当由买方承担。

All costs and expenses of the Buyer or any third party with respect to inspection of the Contractual Products shall be borne by the Buyer.

3. 价格 Price

除非双方另行书面同意，本合同规定的产品价格指的是“卖方在上海松江仓库交货价”，含“包装费”，“增值税”，运输或**保险费**。计价单位为“人民币”。

Unless otherwise agreed in writing, the price of Contractual Products hereof, refers to ex-work Seller's warehouse located in Songjiang, Shanghai, including packing fee, VAT (value added tax) and transportation fee and **insurance**. The currency shall be in RMB.

4. 付款 Payment

买方应当按照合同的规定向卖方支付货款。如未支付到期货款，买方应当按照逾期付款总额每天5%的比例支付延迟付款的

滞纳金。卖方有权在卖方为履行合同做准备或开始生产合同产品之前要求买方支付预付款或提供一定的担保。

Payment shall be made to the Seller in accordance with the provisions hereof. In the event that any due payment is not arrived in time, the Buyer shall pay the penalty sum calculated at the charging rate of 5% of the overdue payment per day. The Seller may require or demand down payment or adequate assurances of performance from the Buyer prior to taking any preparatory steps for performing the Contract or beginning the manufacture of the Contractual Products.

5. 订单取消 Order Cancellation

未经卖方书面同意，任何已被卖方接纳的订单均不得由买方取消。经卖方书面同意，买方可于卖方接纳订单之日起2周内书面通知卖方取消订单，并偿付卖方因取消订单引起的相关损失，包括但不限于因取消合同而造成的合理的人工费，原材料费或与合同有关的其他费用。如果买方订购的产品为特殊定制，无论何时订单取消，卖方都有权扣除买方支付的约定违约金或合同定金。

Any accepted order by the Seller shall not be cancelled by the Buyer without prior written consent of the Seller. With prior written consent of the seller, the Buyer may cancel order with written notice and within 2 weeks from the date of order accepted by the Seller, and indemnify the Seller for related losses arising from the cancellation thereof, including but not limited to reasonable reimbursement for any labor, material or other expenses incurred in connection with the contract. In the event that the Contractual Products are specially customized by the Buyer, whenever order cancellation hereof occurs, the Seller is entitled to deduct agreed liquidated damages paid by the Buyer or the down payment of the Contract

6. 索赔 Claims

买方因合同产品与合同及其附件不符合而向卖方提出异议或任何索赔要求应当在本条件第2.1条规定的验收期内提出。无论如何，买方不得在本条件的第11.2条规定的质量保证期期满后再就合同产品数量或质量提出索赔。

Any claim from the Buyer alleges that the Contractual Products are not in compliance with the Contract and its annexes shall be made to the Seller within the Inspection Period as set out in Article 2.1 of the terms. In no event may Buyer claim for shortage of or defects in the Contractual Products after the expiration of the Warranty Period provided in Section 11.2 hereof.

7. 装运及交付 Shipment and delivery

7.1 卖方将按照其通常的标准装运合同产品，但卖方不负责目的地的卸货及所产生的费用。如果双方同意采取特别的运输或包装方式，买方还将承担由此产生的额外费用。买方如需变更产品交付地点或收货人，应至少在卖方发货2日前书面通知卖方，并承担因此多出的运费及其他费用。

The Seller shall arrange the shipment of Contractual Products according to its standard commercial practice but not be responsible for unloading and expenses arising therefrom. In case special packing or shipping instruction is agreed by both parties, additional charges thereof, if any, shall also be borne by the Buyer. In the event that the Buyer needs to change the designated shipping address or consignee, the Buyer shall, at least 2 days prior to the seller's delivery, notify the seller in writing and bear the extra freight and other charges.

7.2 除双方另有约定外，合同产品的部分交付应被允许。

Unless otherwise agreed by both parties, partial shipment of Contractual products shall be allowed.

8. 风险的转移 Transfer of Risk

合同产品发生灭失或损坏的一切风险，应根据《2010年国际贸易术语解释通则》的规定，自交付时起由卖方转移至买方。如果合同产品可供交付，但由于卖方无法合理控制的原因不能交付，则自卖方书面通知买方合同产品可供交付之日起，相关合同产品灭失或损坏的风险应当自卖方转移至买方。

All risk of losses of or damages to the Contractual Products shall be transferred from the Seller to the Buyer upon delivery according to the Incoterms 2010. In case the Contractual Products are ready for delivery but fail to be shipped for the reason beyond the Seller's reasonable control, transfer of risks shall be deemed to have taken place upon Seller's written notice to the Buyer of readiness for delivery of the Contractual Products concerned.

9. 合同产品所有权 Title of Contractual Products

卖方享有合同产品的所有权，直至买方全部付清合同总价。

The Seller retains the ownership to the Contractual Products until the Buyer has paid the Total Contract Amount in full.

10. 延期交货 Delay in Delivery

10.1 卖方应按照合同规定的交货时间交付合同产品。

The Seller shall deliver the Contractual Products in accordance with the Time of Delivery as set forth in the Contract.

10.2 卖方按照规定时间交货将基于以下条件：买方及时履行了其合同下的义务，包括但不限于i)支付合同预付款项（如有），以及ii)及时提供所有必须的许可证及批文（如有）。如果上述条件未能及时得到满足，交货期应当延长由于上述原因耽误的相同天数并且卖方毋须承担延期的责任，买方应支付卖方因此发生的额外费用开支，包括但不限于仓储和运输费用。

Delivery of Contractual Products by the Seller is subject to the Buyer's fulfillment of its obligations under the Contract in a timely manner, including but not limited to i) making down payment (if any); and ii) obtaining all necessary licenses and approvals (if any). If the foresaid conditions are not satisfied, the Time of Delivery shall be postponed accordingly for the same days delayed due to the reason above, and the Seller is not responsible for such delay in delivery. The seller shall be reimbursed by the Buyer for the additional costs and expenses arising therefrom, including but not limited to fees for storage and freight.

10.3 如果延期归咎于本条款规定的不可抗力，或其他卖方无法合理控制的原因，交货期应当相应延长且卖方无需承担该等延期交货之责任。

If any delay is attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of the Seller, the date of delivery shall be postponed accordingly and the Seller is not liable for such delay thereof.

10.4 如果因完全归咎于卖方的原因而导致交货期限超过合同规定的日期，或未能其他经双方同意的任何推迟之后的交货期内交货，则买方可请求延期交付产品价款总额每日0.5%的违约金作为损害赔偿。该等损害赔偿最高不得超过延期交付产品价款总额的20%。该等损害赔偿是买方在卖方延期交货时可获得的唯一和所有的救济。

In the event that the Seller fails to deliver the Contractual Products within the Time of Delivery as set forth in the Contract, or within any agreed extension period for reasons solely attributable to the Seller, the Buyer may claim penalty as liquidated damage in the amount of 0.5% of the value of delayed Contractual Products per day. The liquidated damage in total shall be limited to 20% of the value of the delayed Contractual Products. Such liquidated damages shall be the sole and exclusive remedy of the Buyer in the event that such delay in delivery occurs.

11. 质保 Warranty

11.1 卖方保证合同产品符合双方约定的产品规格。除非卖方在合同中明确表示，卖方未就合同产品作任何其他陈述或保证（无论是隐含或法定的），包括但不限于任何有关合同产品适销、适用于特殊的目的或其他事项的保证。本条在合同终止或撤销后继续有效。

The Seller warrants that the Contractual Products will meet the specifications agreed by both parties. Unless expressly stated in the Contract, the Seller disclaims all representations and warranties of any kind (whether arising by implication or by legal) with respect to the Contractual Products, including but not limited to any warranties or representations as to merchantability, fitness for particular purpose or any other matter thereof. This Clause survives the termination or cancellation of the Contract.

11.2 质保期为自交付之日起【12】个月；维修泵自交付之日起【6】个月；配件无质保。

The warranty period should be 12 months upon the date of receipt; Repaired pumps are covered by 6 months warranty upon the date of receipt; No warranties for spare parts.

11.3 如果卖方已备好合同产品并向买方发出“货物备妥通知”或其他表明合同产品可以交付的通知，但由于买方的原因未交付，则合同产品的质保期自卖方发出“货物备妥通知”或其他表明合同产品可供交付的通知十五（15）日之后起算。

If the Contractual Products are ready for delivery and the Seller has sent the notice of "Readiness for Shipment" or other similar notice showing readiness for delivery, but the Contractual Products are not delivered due to reasons attributable to the Buyer, the warranty period of the Contractual Products shall start fifteen (15) days upon the issuing date of this notice

by the Seller.

11.4 在质保期内，如果发现合同产品不符合保证并且也不属于本条款第11.6条规定的除外情况，买方应当及时书面报告卖方有关合同产品的瑕疵。在收到买方的报告后，卖方应当要求买方提供瑕疵合同产品的样品或安排检查瑕疵合同产品。如果卖方认为合同产品不符合本条款11.1条的保证，则卖方应自费修理或更换（由卖方自行决定）合同产品。若瑕疵合同产品系卖方的上游供应商提供，卖方有权将买方的质量异议或索赔追索至该瑕疵产品的供应商，买方予以协助。

During the warranty period, If the Contractual Products do not conform to the warranty contained herein and the warranty is not excluded by Clause 11.6 hereof, then the Buyer shall promptly notify the Seller in writing about such defects. Upon receipt of a claims report, the Seller shall ask the Buyer for a sample of the defective Contractual Products or schedule an inspection of the defective Contractual Products. If the Seller confirms that the Contractual Products do not comply with the warranty provided in Clause 11.1, then the Seller shall repair or replace (at its sole discretion) the defective Contractual Products at no cost to the Buyer. In the event that the defective Contractual Products are provided by upstream supplier of the Seller, the Seller is entitled to trace back the quality claims or compensations from the Buyer to such upstream supplier thereof, the Buyer shall supply necessary assistance.

11.5 买方应当协助卖方检查，修理或更换瑕疵合同产品。为此目的，买方应为卖方拆卸瑕疵合同产品或重新安装合格合同产品提供便利。

The Buyer shall assist the Seller in inspecting, repairing and replacing the defective Contractual Products. For such purpose, the Buyer shall grant the Seller access to the non-conforming Contractual Products for disassembly and reassembly.

11.6 卖方不对以下情况引起的瑕疵承担责任：1) 合同产品正常的损耗，2) 风险转移以后产生的损害，或3) 由于处理中的故意或过失，过分的压力，使用不适当的机械设备，未按照《产品使用说明书》等相关操作手册使用产品，非卖方进行的不适当安装，不合适的存放或其他卖方在合同中并没有明确表示负责的外力对合同产品造成的损害。

The Seller shall not be liable for defects which result from 1) natural wear and tear, 2) damages arising after the transfer of risk, or 3) damages from faulty or negligent handling, excessive pressure, use of unsuitable mechanical equipment, operating not in accordance with the operating manual provided by the Seller, defective installation or erection not carried out by the Seller, inappropriate storage or any other external impact on the Contractual Products not explicitly assumed by the Seller hereunder.

11.7 本第11条规定的补救是买方可获得的因卖方违反质量保证的唯一的救济措施。

The remedies stipulated in this Clause 11 are the exclusive remedies available to the Buyer for breach of quality warranty by the Seller.

12. 责任限制 Limitations of Liability

12.1 由于卖方、其雇员或供应商在履行合同中的疏忽或错误行为（违反合同和/或侵权行为）直接造成的买方的损失，卖方应负责任，但仅限于合同产品的直接损失。如果该等卖方、其雇员或供应商在履行合同过程中的疏忽或错误行为既违反合同约定又构成侵权行为，卖方仅承担违约责任而不承担侵权责任。

The Seller shall be liable for any damage of the Buyer, including and only limited to direct losses or damage to Contractual Products or property, caused directly by negligence or wrongful act (breach of contract and/ or tortious conduct) on the part of the Seller, its personnel or its subcontractors engaged in carrying out the Contract. In the event that such negligence or wrongful act constitutes breach of the contract and tortious act at the same time, the Seller shall only be liable for breach of contract.

12.2 除非卖方有重大过失或故意行为，在其他任何情况下，卖方与本合同相关的全部各类责任不应超出合同总价或人民币100,000元（大写：壹拾万元），以价值较小者为准。

All the liabilities of the Seller in whatever kind relating to the Contract shall not, unless in case of gross negligence or willful act by the Seller, exceed the total Contract Price or RMB 100,000(amount in words: RMB Ten Thousand), whichever is less.

12.3 在任何情况下卖方对使用、生产、利润、利息以及收入损失、信息或数据的丢失或任何间接的或后果性的损坏或损失都不承担责任，无论该等损失是否可以预见。

In no event is the Seller responsible for any loss of use, production, profit, interest, revenues, loss of information or data or any indirect or consequential damages or losses, regardless of whether those damages are foreseeable.

13. 不可抗力 Force Majeure

13.1 双方因不可抗力不能或延迟履行合同义务时，均不承担责任。不可抗力应指遭受不可抗力方无法预见且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、履行本合同的关键设备瘫痪、运输阻滞或交通事故、政府行为（包括但不限于修改法律和取消进口许可）以及疫情的爆发。

Neither the Buyer nor the Seller shall be liable for failure or delay of performing the Contract when such failure or delay results from the occurrence of Force Majeure which is hereby defined as an event unforeseeable, beyond reasonable control of the Party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, breakdown of equipment critical to perform the Contract, transportation blockage or traffic accidents, acts of government (including but not limited to amendment of laws and revocation of import permits), and outbreak of epidemic.

13.2 因卖方的供应商遭受不可抗力导致卖方延迟交付，应视为卖方遭受不可抗力。

Any delay in delivery by the Seller as a result of the occurrence of any Force Majeure event to its suppliers or subcontractors shall be deemed as a Force Majeure event occurring to the Seller.

13.3 受不可抗力影响的一方应毫不延迟地将不可抗力事件以及不可抗力事件对合同履行的影响书面通知另一方。双方应在不可抗力事件结束或其影响消除后继续履行合同义务，与履行相关的期限（例如：交货期）也应相应延长。但该合同方应尽快将不可抗力事件结束或消除的情况书面通知合同另一方。

The Party affected by Force Majeure shall inform the other Party in writing without any delay of the force majeure event as well as the impact of such event on the performance of the Contract. The Parties shall continue fulfilling obligations of the Contract upon end or removal of the force majeure event or its effect. Time limits (e.g. delivery time) relevant to performance shall be extended accordingly. The affected Party shall notify the other Party in writing about the end or removal of the force majeure event.

13.4 如果因不可抗力事件发生，实质性改变了本合同的经济意义和内容或对卖方的业务产生了实质性的影响，双方应当秉承合理原则适当地修改合同。但如果修改合同在经济上已不合理，卖方有权终止本合同。即使合同的其他条款有约定，卖方有权在不可抗力事件持续180天以上时终止合同。如果卖方行使该终止权，应在作出终止合同决定后立即书面通知买方。即使卖方根据本第13.4条规定终止合同之前双方同意延长交货期，卖方终止合同时也应适用前述通知要求。

If the occurrence of Force Majeure events substantially changes the economic implications or content of the contract or has a substantial impact on the Seller's business, the contract shall be adapted appropriately and in good faith. Where this is not economically reasonable, the Seller shall have the right to terminate the Contract. Notwithstanding any other provision in this Contract, the Seller shall be entitled to terminate the contract when a Force Majeure event has continued for more than 180 days. If the Seller exercises the right of termination, the Seller shall notify the Buyer in writing immediately after the Seller determines to terminate the contract. This notification requirement shall apply even where at first an extension of the time for delivery had been agreed between the Parties in accordance with Clause 13.4 hereof.

14. 知识产权 Intellectual Property

14.1 卖方保证对所提供的产品享有合法权利，不存在侵犯他人知识产权的情形。如有第三人向买方主张知识产权侵权，卖方应积极配合买方解决，如因卖方存在侵犯第三人知识产权造成买方损失的，卖方应负责赔偿。

The seller warrants that it has the legal title to the supplied goods with no infringement to any third party. If any third party claims against infringement, the seller shall assist the buyer to solve the claim diligently. In the event the infringement does exist, the seller shall compensate for the buyer's losses.

14.2 卖方对其提供之产品不授予任何专有权，并未将其所销售产品的任何知识产权授权于买方。

The Seller grants no exclusive rights on Contractual Products, and doesn't grant any intellectual property rights on his products sold to the Buyer.

14.3 买方不得使用卖方持有或者获得第三方许可之任何知识产权，包括但不限于商标、商号、著作权、域名、商业秘密、

技术秘密等。

The buyer cannot use the intellectual property right held by the seller or granted by the third party, including but not limited to brand, company name, copyright, domain name, commercial secrets, and technical secrets and so on.

14.4 买方知晓并确认销售、安装、使用假冒特罗浦斯产品或以其他方式侵犯特罗浦斯的知识产权违反中国法律，并严重违反本协议。

The Buyer acknowledges and confirms that it is against the Chinese law and a material breach of this General Terms to sell, install or use any fake Dropsa products or otherwise infringe the intellectual property right of Dropsa.

14.5 卖方销售合同产品给买方，买方必须承诺不对这些产品进行分析、修改及拆解、不测试产品的属性及探究生产方法或设计。

The Seller sales Contractual Products to the Buyer, the buyer has to commit not to analyze, modify or disassemble the products, or to examine the properties, production methods or designs of the products.

14.6 如违反本第14条任何规定，买方应当就每次事件向卖方支付至少人民币20万元（大写：人民币贰拾万元）违约金，此外卖方有权立即终止本协议并根据法律或本协议行使其他权利。

The Buyer shall pay the Seller at least RMB 200,000 (amount in words: RMB Two Hundred Thousand) per event as liquidated damages in case of any breach of this Clause 14. In addition, the Seller is entitled to immediate termination of this General Terms and exercises any other remedies available under these terms or at law.

15. 保密 Confidentiality

信息接收方应对信息披露方提供的与本合同有关的信息保密。信息接收方应只为本合同目的而使用信息。

All information made available to one Party ("Receiving Party") by the other Party ("Disclosing Party") under these terms shall be treated as confidential. The Receiving Party shall use the information only for the purposes of this contract.

合同终止 Termination

15.1 基于以下事件的发生，任何一方可以立即终止本合同：1) 另一方严重违反合同，并且违约方未在收到违约通知后的90天或双方约定的任何期限内加以纠正；或2) 另一方破产或资不抵债。此外，如果买方在本合同签订后90天仍未支付预付款，则卖方有权立即终止本合同。

Either party may terminate this Contract immediately upon the occurrence of any of the following events: (1) materially breach of contract by the other Party and the breaching Party does not rectify within 90 days after receiving breach notice or in any time limit agreed by both Parties; or (2) Bankruptcy or insolvency of the other Party. In case the Buyer fails to make advance payment within 90 days after execution of the Contract, the Seller shall be entitled to terminate this Contract immediately.

15.2 如果卖方基于上述16.1条的规定终止本合同，卖方有权要求买方赔偿卖方为履行本合同已投入的人员费用，材料和其他开支。卖方保留本合同下包括要求赔偿损失在内的其他权利。

If the Contract is terminated by the Seller in accordance with Clause 16.1, the Seller is entitled to reasonable reimbursement for any labor, material or other expenses incurred in connection with the Contract. The Seller reserves further rights including the right to claim damages hereunder.

16. 继承和转让 Successors and Assigns

16.1 本合同对买卖双方及其继承者及经同意的受让者有约束力并为他们的利益所订立。除非对方事先书面同意，任何一方不得将本合同项下任何利益或义务转让或委派给第三人。

The Contract binds and inures to the benefit of the Buyer and the Seller and their respective successors and permitted assigns. Any Party may not assign any interest in, nor delegate any obligation under the Contract to the third party, without the other Party's prior written consent.

17. 适用法律 Governing Law

有关本合同的效力、解释和履行应当适用中华人民共和国法律。

The validity, construction and performance of the Contract are governed by, and must be construed in accordance with,

the law of the People's Republic of China.

18. 争议解决 **Dispute Resolution**

因本合同产生的或者与其相关的所有请求、分歧或争议，包括关于合同存续、效力、终止或履行，或者与本合同履行安排有关的任何问题（以下称“争议”），应由双方友好协商解决。如协商不成，合同任一方均可向卖方所在地人民法院提起诉讼。

All claims, differences or disputes arising out of or in connection with this Contract, including any question regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of this Contract (hereinafter referred to as a "Dispute") shall be settled by an amicable settlement between the Parties. In case no settlement can be reached, either Party may submit a lawsuit to the people's court at the place where the Seller is located.

19. 条款可分割性 **Severability**

如果本合同的任何条款在任何司法管辖区被禁止或不可执行，此种条款在该辖区内被禁止和不可执行的范围内无效，但这并不影响本合同其他条款的有效性，且此种条款在任何其他司法管辖区的有效性不受此种禁止和不可执行的影响。如果本合同的任何此种条款被认定无效，本合同双方须立即秉诚协商新的条款，使本合同尽可能地恢复到能够实现其原始宗旨和效果。在法律允许的条件下，双方特此放弃适用任何使本合同任何条款被禁止或不可执行的法律条款。

Any provision of the Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any such provision of this Contract is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Contract as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

20. 语言 **Language**

本通用条款以及依据本通用条款签订的销售合同的内容以中文为准。如同时提供中、英两种文本时，两种文本有不同理解的，应以中文为准。

The contents of this General Terms and the sales contract signed in accordance therewith shall prevail in Chinese. If two parties have different understandings to different versions between Chinese and English, the Chinese version shall prevail.

21. 合同终止后的适用 **Validity**

本附件（销售通用条款）的条款根据其性质不因合同到期或提前终止而终止的，包括但不限于本条款的第14、15条，应当在本合同到期或终止后继续有效。

The terms of this Annex (General Terms and Conditions of Sale), including but not limited to Clause 14 and Clause 15, shall continue to be effective disregard of expiration or termination of the contract.

22. 生效 **Effective**

本条款自双方确认订单之日起生效，条款内容以打印文本为准，传真件有效。

This General Terms shall come into effect upon the date of order confirmed by both parties, referring to printed contents. The fax copy is also effective.