

OPTIMAS (SUZHOU) TRADING, CO., LTD. AND ITS AFFILIATED COMPANIES GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF PRODUCTS

General Terms and Conditions of Purchase

一般采购条款和条件

THIS AGREEMENT ("Agreement") is made between _____ with registered office at _____ ("Seller") and **OPTIMAS (SUZHOU) TRADING, CO., LTD.** of No 96 Weixi Road, Weiting Town, Suzhou Industrial Park, Suzhou 215122, Peoples Republic of China and any of its affiliated Companies ("Buyer") and is effective on _____, 20____ and sets out terms upon which Buyer may purchase products from Seller for resale to Buyer's customers.

1. DEFINITIONS:

"Conditions" means the terms and conditions set out in this Agreement.

"Contract" means the Order and the Conditions.

"Order" means any order placed or purchase order issued by Buyer.

"Products" means the products and services described or specified in the Order or supplied by Seller to Buyer.

2. CONDITIONS.

The Conditions govern all Contracts for the purchase of Products placed by Buyer with Seller and shall prevail over all prior written or oral statements between Buyer and Seller and any inconsistent terms or conditions contained in or referred to in Seller's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of the Order or these Conditions or any of them shall be binding upon Buyer, unless in writing and signed by a duly authorised representative of Buyer. No other condition shall apply to the Contract except as agreed by Buyer in writing. Products supplied before an Order shall have been placed or before acknowledgement by Seller shall be subject to these Conditions. Acceptance of an Order by Seller will occur upon the happening of any of the following: (i) receipt by Buyer from Seller of written acceptance of an Order or written notice that Seller will provide the

本协议（以下简称“协议”）由下列双方签订：
_____，注册办公地址为

_____（以下简称“卖方”）；和安普达（苏州）贸易有限公司，地址为中华人民共和国江苏省苏州工业园区唯亭镇唯西路 96 号，邮编 215122，及其任何关联公司（以下简称“买方”）。本协议列载了买方从卖方采购产品以转售给买方客户的条款，于 20____年____月____日生效。

定义：

“条件”指本协议列载的条款和条件。

“合同”指订单和条件。

“订单”指由买方发出的任何订单或采购订单。

“产品”指订单中描述或载明的、或卖方向买方提供的产品和服务。

条件

本条件适用于买方与卖方订立的所有产品采购合同，优先于此前买方和卖方之间的所有书面或口头声明，并优先于卖方报价、订单接受函、通信或别处包含或提及的任何不一致的条款或条件，以及贸易惯例、实践或交易过程中默示的任何不一致的条款或条件。除非买方的正式授权代表书面签署，对本条件或其中的任何部分的任何增加、更改、排除或试图排除对买方不具有约束力。除买方书面同意外，其他任何条件均不适用于合同。在发出订单之前或在卖方确认之前供应的产品适用本条件。发生下列任何情况，即视为卖方接受订单：(i) 买方收到卖方的书面订单接受函，或卖方将提供产品的书面通知；(ii) 卖方向买方供应任何产品；及 (iii) 卖方认可存在有关产品的合同的任何其他行为。

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Products; (ii) provision by Seller to Buyer of any Products; and (iii) any other conduct of Seller which recognizes the existence of a contract pertaining to the Products.

3. PRICE.

3.1 The price of the Products shall be as stated on the Order or if no price is stated the price shall be the lowest price currently quoted or charged at the date of the Order by Seller for the same or commercially similar products, but not higher than the price last quoted by Seller to Buyer. Unless otherwise agreed in writing, the price shall be:

(a) exclusive of any applicable value added tax (which shall be payable by Buyer subject to receipt of a valid and undisputed VAT invoice), and

(b) a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance and all other charges.

3.2 Buyer may set off against the price any amounts due from Seller whether under the Contract or otherwise.

3.3 Upon notice to Seller, Buyer may deduct damages for breach of warranty or of any other provision of the Contract from amounts due Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.

3.4 Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.

3.5 Where off-loading is required, the price shall include Seller providing any special equipment to ensure delivery to the place directed by Buyer.

4. PAYMENT.

Unless specified in the Order, Products will be paid for within ninety (90) days of delivery to Buyer.

价格

产品价格应为订单上指定的价格，如果未指明价格，则应为卖方在订单日期对相同或商业同类产品当前报价或收费中的最低价格，但是不得高于卖方发给买方的最近一次报价。除非另有书面协议，否则价格应：

不包含任何适用增值税（适用增值税应由买方在收到适当的增值税发票后支付），以及

是固定价格，包括所有一次性包装的费用、可回收包装和/或集装箱、运输、交付、保险的相关费用以及所有其他费用。

买方可从价格中抵销卖方应付的任何款项，无论是合同下的或其他款项。

在通知卖方后，买方可从应向卖方支付的发票金额中扣除违反合同保证或任何其他条款的损害赔偿，无论该等发票是否与引起违约的交易有关。

买方有权享有卖方通常因立即付款、批量采购或大量采购而给予的折扣。

如果需要卸货，价格应包含卖方为确保交付到买方指定的地点而提供任何特殊设备的费用。

支付

除订单另有规定外，产品款项应在产品交付给买方后的九十（90）天内支付。

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5. CHANGE.

Buyer may make changes to an Order. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller in writing to Buyer within ten (10) days after Seller's receipt of Buyer's change Order; otherwise

Seller waives his right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of an Order, without liability to Seller.

6. DRAWINGS, PROGRESS, INSPECTION AND TESTS.

6.1 Seller shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information supplied to Buyer whether or not approved by Buyer unless such inaccuracies or omissions were solely due to instructions, data, drawings or information supplied by Buyer upon which it is agreed by Buyer in writing that the Seller can rely.

6.2 Buyer and its customers will be entitled to inspect and test the Products during manufacture process or storage and to assess progress towards meeting the delivery date. In addition, Seller shall if requested by Buyer give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.

6.3 Seller will provide all test reports, drawings, start up service and other engineering service required by Buyer's customer, if Seller has been advised or is otherwise aware of such requirements. Certified test reports shall be maintained by Seller against Buyer's Order number for a period of ten (10) years from date of delivery. Tests should be performed to the relevant governing specifications or variations as specified in the Order.

7. SELLER'S PROPERTY

7.1 All patterns, dyes, moulds, tooling, plans, drawings, specifications, samples and

变更

买方可变更订单。如果卖方对因该等变更引起的采购价格或交付日期的调整有任何权利主张，必须在收到买方的变更订单后的十（10）天之内以书面方式向买方提出；否则

卖方即放弃对该等调整的权利。在收到卖方对调整提出的权利主张后，买方可取消全部或部分订单而无须对卖方承担责任。

图纸、进度、检查和测试

卖方应对向买方提供的所有说明、数据、图纸和信息（无论是否经买方批准）的准确性和完整性负全部责任，除非该等不准确或遗漏完全因买方书面同意卖方可作为依据的、由买方提供的说明、数据、图纸或信息而造成。

买方及其客户有权在制造过程或仓储期间检查和测试产品，并评估进度能否满足交付日期。此外，如果买方要求，卖方应将所有测试合理通知买方，且买方代表有权参与这些测试。

如果卖方已获知或知悉相关要求，卖方将提供买方客户要求的所有测试报告、图纸、启动服务以及其他工程服务。卖方应按照买方的订单编号保存经核准的测试报告，保存期限为自交付日期起十（10）年。测试应根据订单中载明的相关适用规格或变更进行。

卖方财产

买方向卖方提供的或买方出资、由卖方为买方准备或取得的所有式样、染料、模具、工具、计划、图纸、

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- other materials supplied by Buyer to the Seller or prepared or obtained by the Seller for and at the cost of Buyer shall be the property of Buyer and shall be labelled and identified accordingly.
- 规格、样品及其他材料，均应为买方财产，并应相应标注和标识。
- 7.2 The Seller shall maintain all such items in good order and condition (fair wear and tear expected).
- 卖方应将所有该等物品维护在良好的次序和状态（正常磨损除外）。
- 7.3 The Seller shall at its own cost return all such items to Buyer upon demand in good order and condition.
- 一经要求，卖方应将所有这些物品以良好的次序和状态退还给买方，费用由卖方自行承担。
- 7.4 Should the Seller fail to return the items, Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller to the value of the items until return of the items.
- 如果卖方未退还物品，买方可（不影响其任何其他权利）按物品价值扣留应向卖方支付的款项，直至卖方退还物品。
- 7.5 The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Contract unless authorised in writing by Buyer.
- 除买方书面授权外，卖方不得将该等物品用于本合同以外的任何目的，亦不得允许其他任何人将该等物品用于本合同以外的任何目的。
- 8. DELIVERY.**
- 8.1** Products shall be delivered to or as required by Buyer carriage paid clearly addressed to Buyer or as required stating the location, order number and job account number in accordance with the confirmation stated in the Order. This detail should be included on all advice notes and invoices rendered. Time of delivery is of the essence. During transit and until delivery Products shall at the time be at Seller's risk. Should Seller wish to deliver the Products earlier than stated delivery date prior consent in writing must be obtained from Buyer.
- 交付**
产品应交付给买方，或按买方要求交付，具明买方地址并付清运费，或按要求交付，根据订单载明的确认说明位置、订单号和工作账号。该等详情应列入所有的通知书和开具的发票中。交付时间十分重要。产品运输途中直至交付期间的风险由卖方承担。卖方如果希望在指定的交付日期前交付产品，须事先得到买方的书面同意。
- 8.2** If a delivery date specified in an Order cannot be met, Seller will advise Buyer within 3 business days of receipt of such Order and, at Buyer's option (i) a new delivery date will be agreed upon; or (ii) Buyer may cancel all or any part of an Order without any penalty or liability If Seller fails to deliver at the time specified
- 如果订单上指定的交付日期无法实现，卖方应在收到该订单后的 3 个营业日内通知买方，并由买方选择(i) 约定新的交付日期；或(ii) 买方可取消整个订单或其任何部分而无需承担任何处罚或责任。如果卖方未按规定时间交付或以其他方式违反合同，除根据合同或法律可能享有的任何其他救济之外，买方可就未交付的产品取消整个或部分订单，且不被取消的订单部

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- or otherwise breaches the Contract, Buyer, in addition to any other remedies it may have under the Contract or at law, may cancel all or part of an Order with respect to Products not delivered, and without liability for costs relating to the cancelled portion of an Order. In no event shall Buyer be liable for lost profits.
- 8.3 The property in the Products shall pass to Buyer on delivery without prejudice to any right or rejection and/or cancellation, which may accrue to Buyer.
- 8.4 Buyer shall not be deemed to have accepted the Products until Buyer has had an opportunity to inspect them and Buyer shall be entitled to reject any Products that are not in accordance with the Contract.
- 9. PACKING.**
- 9.1 Products shall be properly and securely packed. Unless otherwise agreed by Buyer in writing, Seller will provide all cases and packing material free of charge.
- 9.2 Due to health & safety requirements, Buyer's fastener operations will not accept any individual package over 15kg (33lb) (40lb allowed in USA) in weight.
- 9.3 Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.
- 10. WARRANTY.**
- 10.1 Seller shall perform all services in a professional and workmanlike manner in accordance with best industry standards.
- 10.2 Seller warrants that the Products shall:
- (a) Conform as to quantity quality and description with the Order;
 - (b) Conform to any specification drawing or sample specified in the Order;
 - (c) Be of new manufacture and free from defects in material and workmanship;
 - (d) Not be counterfeit;
- 分的相关费用承担责任。买方对利润损失概不承担责任。
- 产品的产权一经交付即转移给买方，不影响可能带给买方的任何权利或拒收和/或取消。
- 买方不应被认为已接受产品，直至买方有机会检查产品，且买方有权拒收不符合合同规定的任何产品。
- 包装**
- 产品应妥善安全地包装。除买方另行书面同意外，卖方应免费提供所有包装箱和包装材料。
- 出于健康和安全方面的要求，买方的紧固件运营单位不接受单件重量超过 15 千克（33 磅）（美国允许 40 磅）的包裹。
- 因未妥善安全包装而造成的产品损坏由卖方承担费用，且不影响买方拒收和/或取消的权利。
- 保证**
- 卖方应按照最佳行业标准，以专业和熟练的方式履行所有服务。
- 卖方保证产品应：
- 在数量、质量和描述方面符合订单；
- 符合订单中指定的任何规格、图纸或样品；
- 是全新制造的，没有材料和工艺方面的瑕疵；

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- (e) Be capable of any standard of performance specified in the Order; 达到订单中指定的任何性能标准;
- (f) Be free and clear of all liens and encumbrances; 没有任何留置权和产权负担;
- (g) Be free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise; and 没有氢脆和/或氢降解现象，无论其是否进行过电镀、磷化或其他处理；及
- (h) Comply with all other warranties implied by law. 遵守法律默示的所有其他保证。

10.3 Such warranties shall run to Buyer and its customers and shall continue in full force and effect and Seller shall not be relieved of such warranties by Buyer's inspection of or payment for the Products. Seller will obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect.

该等保证应适用于买方及其客户，并持续完全有效，且卖方不因买方检查产品或为产品付款而被免除该等保证。卖方应取得产品所用材料或设备的制造商或供应商提供的保证并转给买方或买方客户，并应履行自身责任，以便该等保证保持完全有效。

10.4 Seller agrees at Buyer's option to refund, repair or replace, without charge, the Product or any part that is defective and to further bear the full cost of the removal and return of the defective Product and redelivery and reinstallation of the replacement Product. Warranty does not cover parts or Products that have been subject to misuse, negligence or accident by the end user. Seller further agrees to repair units that are not covered by the above warranty for actual cost of repairs not to exceed fifty percent (50%) of current suggested list price. The end user will pay all shipping and delivery charges both ways for such repairs.

卖方同意根据买方的选择退款、免费维修或更换有瑕疵的产品或任何部件，并进一步承担拆除和退回有瑕疵产品，以及重新交付和重新安装更换产品的全部费用。保证不涵盖因最终用户的误用、疏忽或事故的零部件或产品。卖方进一步同意维修上述保证期不涵盖的组件，实际维修费用不超过当前建议定价的百分之五十（50%）。最终用户应支付该等维修往来双向的所有运输和交付费用。

11. COMPLIANCE WITH LAW.

11.1 Seller shall, comply with all applicable laws, rules, orders regulations, regulatory requirements and codes of practice in connection with its obligations under the Contract. In particular, without limitation, Seller shall comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice relating to:

遵守法律

卖方应遵守与其合同义务相关的所有适用法律、规章、命令、法规、监管要求及惯例规则。尤其是（但不限于），卖方应遵守与下列各项相关的所有适用法律、规章、命令、法规、监管要求及惯例规则：

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- (a) taxation, exchange controls, anti-corruption, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters which are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates, 适用于卖方、卖方集团、或其各自母公司或其各自的关联公司的税收、外汇管制、反腐败、反垄断、反洗钱、贸易制裁、金融制裁和刑事事项,
- (b) imports, exports, customs and environmental laws including without limitation, Regulation (EC) No 1907/2006 ("REACH"); EU Directive 2011/65/EC ("RoHS 2 Directive"); EU Directive 94/62/EC of 20 December 1994 on Packaging and Packaging Waste, as amended ("Packaging Regulations").. In relation to REACH, if Seller is resident outside EU, it shall appoint an EU agent, an Only Representative, to fulfil all its obligations under REACH including its registration obligations, so that Buyer shall not be an importer of the Products. 进口、出口、海关和环境法律, 包括但不限于欧共体法规第 1907/2006 号 ("REACH"); 欧盟指令 2002/95/EC (2003 年 1 月 27 日) (RoHS 指令); ; 经修订的 1994 年 12 月 20 日关于包装和包装废弃物的欧盟指令 94/62/EC (包装条例)。

- (c) Anti-Bribery and anti corruption including but not limited to the PRC Criminal Law, PRC Unfair Competition Law, Interim Regulations on Prohibition of Commercial Bribery, relevant regulations issued by the Communist Party of China, relevant interpretations issued by the Supreme People's Court, the Supreme People's Procuratorate or the State Administration for Industry and Commerce, US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under those Acts. In addition Seller shall comply with Buyer's Anti Bribery Policy available on Buyer's website. Where Buyer suspects that Seller is in breach of this condition 11, Seller will permit Buyer or its professional advisors immediate access to Seller's books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records to check compliance with this condition. 其负责根据适用的当地法律上报产品和支付相关费用。关于 REACH, 如果卖方在欧盟以外的地区, 则应指定一家欧盟代理商作为唯一代表, 履行其在 REACH 下的所有义务, 包括注册登记义务, 以便买方不作为产品的进口商。

- 11.2 Seller warrants that each Product shall be manufactured, packaged, tagged and labelled in material compliance with, and all Product literature shall be complete, accurate and materially comply with, all applicable laws, rules, orders, 卖方保证每件产品的制造、包装、标签和标记均在实质上遵守所有适用法律、规章、命令、法规、监管要求及惯例规则, 且所有产品资料均完整、准确并在实质上遵守所有适用法律、规章、命令、法规、监管要求及惯例规则。卖方应在收到买方采购订单后的两 (2) 天内向买方提供一份书面清单, 列出采购订单

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regulations, regulatory requirements and codes of practice. Within two (2) days after receipt of Buyer's purchase order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the purchase order. At the time of delivery, Seller shall identify in an MSDS or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Seller warrants that at the time of delivery by Seller to Buyer each Product shall contain no hazardous or toxic substances.

11.3 Seller will furnish to Buyer any information required to enable Buyer to comply with applicable laws, rules, orders and regulations related to the Contract.

12. INDEMNITY.

Notwithstanding anything herein to the contrary, Seller shall protect, defend, hold harmless and indemnify Buyer and Buyer's agents from and against any and all claims, actions, liabilities, losses, costs, damages, and expenses arising in connection with the Contract, including but not limited to:

- (a) any death of or injury to any person, damage to any property, or any other damage, loss, cost or expense, by whomsoever suffered, resulting or claimed to result in whole or in part from the supply or use of the Products or from any actual or alleged defect in such Products, whether latent or patent, including actual or alleged improper construction or design of such Products or the failure of such Product to comply with specifications or with any express or implied warranty,
- (b) Seller's breach or negligent performance or non performance of the Contract

载明的任何产品中含有的所有有毒有害物质（按任何适用法律的定义）。在交货时，卖方应按照适用法律要求的范围，在材料安全性数据表（MSDS）或其他书面声明中指明任何产品中含有的所有有毒有害物质（按任何适用法律的定义）。除了这些指明的有毒有害物质之外，卖方保证在向买方交货时，每件产品均不含任何有毒有害物质。

卖方应向买方提供为使买方遵守与合同相关的适用法律、规章、命令及法规所需的任何信息。

赔偿

对于因侵权、过失、违反法定责任、违约、虚假陈述或涉及以下各项的原因造成的任何及所有责任、损失、索赔、诉讼或费用，卖方应承担责任并向买方、买方董事、关联公司、雇员及代理人作出赔偿：

全部或部分因或声称全部或部分因下述原因造成的任何人的任何实际或声称的死亡或人身伤害，任何人遭受的任何财产损失、或其他任何损害、损失、成本或支出：供应或使用任何该产品，该等产品的任何实际或声称的瑕疵（无论隐藏的或显著的），包括该等产品的实际或声称的不当构造或设计，或该产品不符合规格或未遵守任何明示或默示的保证；

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(c) Seller's tortious (including negligent) act, omission or default;

任何产品或产品的制造、占有、使用或销售对任何法律、成文法、法令或任何政府行政命令、规章或法规的任何实际或声称的违反；或

(d) any actual or alleged violation by any Product, or the manufacture, possession, use or sale, of any laws, statute or ordinance or any governmental administrative order, rule or regulation;

(e) any claim made for actual or alleged infringement of a third party's intellectual property rights.

任何产品对任何专利、版权或商标的任何实际或声称的侵权。

13. INSURANCE.

Seller shall obtain and maintain in force, with a reputable insurance company, Products Liability Insurance and such other policy of insurance as Buyer reasonably requires, in such amounts and containing such other provisions which shall be satisfactory to Buyer. Certificates of Insurance shall be provided to Buyer upon request.

保险

卖方应向一家声誉良好的保险公司投保并维持产品责任险和买方合理要求的其他保险，其金额应令买方满意且应含有令买方满意的其他条款。经要求，应向买方提供保险凭证。

14. CANCELLATION.

Buyer may without cause cancel all or any part of an Order with respect to Products not delivered. If Buyer cancels all or part of an Order for Products that have already been delivered to Buyer, Seller shall be entitled to a restocking fee of ten percent (10%) of the actual cost of Products for that portion of the Order that has been cancelled and Buyer shall cover the cost of delivery. The restocking fee and delivery costs shall be Seller's sole remedy for cancellation of delivered Products.

取消

对于尚未交付的产品，买方可无理由取消整个或部分订单。如果买方取消已交付给买方的产品的整个或部分订单，卖方有权就被取消的订单部分按产品实际成本的百分之十（10%）收取退货费，且买方应承担交付费用。退货费和交付费应为卖方就取消已交付产品获得的唯一救济。

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15. CONFIDENTIALITY.	保密
Seller agrees to keep any and all information provided by Buyer in connection with the Order confidential.	卖方同意对合同和买方提供的有关订单的所有信息予以保密。
16. WAIVER.	放弃
Buyer's failure to enforce any right or remedy shall not be a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of the Order and these T&Cs . Buyer's waiver of any breach shall not be a waiver of any other breach.	买方未行使任何权利或救济不构成买方放弃该等权利或救济，或放弃买方此后执行合同每项条款的权利。买方放弃追究任何违约行为不构成放弃追究任何其他违约行为。
17. ASSIGNMENT OR SUBLETTING.	转让或转包
Seller shall not assign or sublet all or any of its rights or obligations under the Order and these T&Cs without Buyer's written consent.	未经买方书面同意，卖方不得转让或转包其在合同下的所有或任何权利或义务。
18. GOVERNING LAW.	管辖法律
The construction, validity and performance of the Contract and all non-contractual obligations (if any) arising from or connected with the Order and these T&Cs shall be governed by the laws of People's Republic of China.	合同的解释、效力和履行，以及因合同引起或与合同有关的所有非合同义务（如有）均受中华人民共和国法律管辖。
19. JURISDICTION.	管辖权
If any legal proceedings are brought by a third party against Buyer in any court relating to Products which are the subject-matter of the Orders and these T&Cs then subject to the procedural rules of such court, Buyer may at its option join Seller in such proceedings for the purpose of resolving any dispute arising out of or in connection with the Order and these T&Cs , including any question regarding its existence, validity, interpretation or termination and any non-contractual claim, and Seller irrevocably agrees to submit to the exclusive jurisdiction of such court over any such dispute. Subject to the foregoing, any dispute arising out of or in connection with the Order and these T&Cs , including any question regarding its existence, validity, interpretation or termination, shall be subject to the exclusive jurisdiction of the Courts in Shanghai.	如果第三方在任何法院就作为合同标的的产品针对买方提起任何法律诉讼，在遵守该等法院的程序规定的前提下，买方可自行选择让卖方一同参与诉讼，以解决因合同引起的或与合同相关的任何争议，包括关于其存在、效力或终止的任何问题，以及任何非合同权利主张，且卖方不可撤销地同意服从该等法院对任何该等争议的专属管辖。在遵守上述规定的前提下，因合同引起的或与合同相关的任何争议，包括关于其存在、效力或终止的任何问题，均应受上海法院专属管辖。
20. TERMINATION.	终止

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<p>Either party may terminate an order upon ninety (90) days prior written notice. If termination is by Seller without cause or Buyer with cause, Buyer may return Products in its inventory for cash provided the Products are undamaged and in a resalable condition and Seller shall pay all delivery charges. If termination is by Buyer without cause or Seller with cause, Seller will accept returns at a ten percent (10%) restocking charge and Buyer will pay all delivery charges for such returns. Upon termination of the order pursuant to this provision, neither party shall be liable to the other for compensation or for damages of any kind whatsoever, whether on account of the loss by Seller or Buyer of present or prospective profits on sales or anticipated sales, or in connection with the establishment, development or maintenance of either party's business, or on account of any other cause or thing whatsoever. Termination shall not affect the rights or liabilities of the parties with respect to Product sold under any order prior to the date of termination, or any indebtedness then owing by either party to the other.</p>	<p>任何一方均可提前九十（90）天发出书面通知终止本协议。如果卖方无故或买方因故终止，买方可退回其库存产品，获得现金退款，前提是产品没有损坏且可再次出售，且卖方应支付所有交付费用。如果买方无故或卖方因故终止，卖方应按百分之十（10%）的退货费接受退货，且买方应支付该等退货的所有交付费用。根据本条款终止本协议后，任何一方均不再就赔偿或任何类型的损害赔偿对另一方负责，无论因卖方或买方在销售或预期销售上的当前或预期利润损失，或是与任何一方建立、发展、维护业务相关，或是因任何其他原因或事情造成。终止不影响双方关于终止日期之前按任何合同售出的产品的权利责任，亦不影响当时任何一方欠另一方的债务。</p>
<p>21. LANGUAGE</p>	<p>语言</p>
<p>This Agreement shall be prepared in both Chinese and English, in two duplicates, one for each party. In case of any discrepancy, the Chinese version shall prevail.</p>	<p>本协议应以中文和英文编制，一式两份，双方各持一份。如有任何不一致，应以中文版本为准。</p>

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OPTIMAS (SUZHOU) TRADING, CO., LTD. BUYER	艾利斯特通讯设备（上海）有限公司 卖方
By: _____ By: _____	签署人: _____ 签署人: _____
Name: _____ Name: _____	姓名: _____ 姓名: _____
(Print Name) (Print Name)	(印刷体姓名) (印刷体姓名)
Title: _____ Title: _____	职务: _____ 职务: _____
Date: _____ Date: _____	日期: _____ 日期: _____