

博尔豪夫无锡紧固件有限公司货物销售一般性条款

General Terms of Sales of Goods of Bollhoff (Wuxi) Fastening Co., Ltd

1. 定义 Definitions

除本一般性条款另有规定外，下列词语具有以下特定含义：

Unless otherwise provided in this General Terms of Sales of Goods, the following terms shall have the meanings set out below.

1.1 “卖方”系指博尔豪夫无锡紧固件有限公司，在中国注册登记之法人。

“The Seller” shall be **Bollhoff (Wuxi) Fastening Co., Ltd**, which is a legal entity registered in China.

1.2 “买方”系指任何中国境内依照本条款购买卖方产品之公司、企业或个人。

“The Buyer” shall be any company, enterprise or individual within China, who decided to purchase the Goods under the terms and conditions of the General Terms.

1.3 “货物”系指依据本一般性条款及合同，由卖方向买方销售之任何卖方之产品。

“The Goods” shall be any products to be sold to the Buyer by the Seller in accordance with this General Terms and the Contract.

1.4 “合同”系指以本一般性条款为原则，卖方与买方就某一具体销售交易行为而签署的、明确该笔交易数量、价格、

交付时间等内容的协议，其与本一般性条款一同构成一个完整的销售合同。

“The Contract” shall be each separate agreement signed upon the principles of the General Terms by and between the Seller and the Buyer for the purpose of each specific transaction, in which the terms of quality, quantity, price and delivery of the Goods shall be specified.

1.5 “报价单”系指卖方向买方所提供的货物之书面报价，除非经买方与卖方书面确认，其不被视为要约或承诺。

“The Quotation” shall be the price of the Goods specified in writing quoted by the Seller to the Buyer, which shall not be regarded as an offer or acceptance unless otherwise confirmed in writing by both parties.

1.6 “不可抗力”系指任何为一方所不能控制、不能预见或对其后果不能避免，致使该方不能履行其在本合同项下义

务的事件，不可抗力事件包括但不限于动乱、战争、罢工、交通系统或公用设施中断、瘟疫、水灾、火灾、地

震、台风、风暴、海啸或其它重大自然灾害。

“Force Majeure” shall be any event beyond the control of the Seller or the Buyer, which is unforeseeable, or if foreseeable, and as a result of which such party is unable to perform its obligations under the General Terms

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and the Contract. An event of Force Majeure includes, but not limited to, riot, war, hostility, public disturbance, strikes, failure or interruption of transportation or other utilities, epidemic, fire flood, earthquake, storm, tidal wave or other Acts of nature.

2. 适用范围 Application of the General Terms

2.1 除卖方与买方之间另有书面约定外，卖方所有货物之销售均应适用本一般性条款。

Unless otherwise agreed upon in writing by the Seller and the Buyer, all transactions of sales of the Goods shall be governed by the General Terms.

2.2 本一般性条款及（或）合同中任何条款之无效将不影响其其他与之无关条款之效力。

The invalidity of any provision of the General Terms and / or the Contract shall not affect the validity of any other unrelated provisions of the same.

3. 报价、订单及合同 Quotation, Order and the Contract

3.1 未经卖方书面许可，买方不得将卖方向其提供之宣传品、产品目录、价格表报价以及其他相关资料提供或泄露

给与本合同交易无关之任何第三方。

None of the prospectus, catalogues, price schedules, quotations and their corresponding materials of the Goods shall be passed to any other third party not in relation to the Contract without the prior written consent of the Seller.

3.2 在保证货物品质不低于本合同所约定标准之前提下，卖方有权对其产品进行技术改造和革新。

The Seller shall be entitled to carry out technical modifications and renovations of the Goods at its own discretion provided that the quality standard of the Goods sold to the Buyer is not lower than that specified in the Contract.

3.3 买方之订单只有通过卖方书面确认才能被接受，订单之补充、更改及（或）口头约定须经双方书面确认方为有效。

效。

The Buyer's purchase order shall only be acceptable after the Seller's written confirmation. Any supplements, amendments and / or oral agreements made to such order shall only become effective after the written consent has been reached by both parties.

3.4 报价与订单应以合同形式加以确认，除另有约定外，合同经卖方与买方签字盖章之日起生效。

Any Quotations or purchase orders shall be confirmed in a written contract. The Contract shall take effect after the execution by both parties unless otherwise provided in the Contract.

3.5 买方根据销售计划和生产计划，每月 25 日前以书面订单形式向卖方订货并同时提供 3 个月的预测，实际订购

量较预测的变化应控制在预测的 20%以内。

Buyer will place an order by written monthly on the 25th to order and provide Seller 3 months forecast according to Buyer's sales plans and production plans but the real order change range must be within 20% of

the forecast.

- 3.6 如买方需超出预测紧急供货，卖方将尽最大努力满足要求，由此产生的额外费用将由买方承担，包括但不限于员工加班费用、紧急运输费用、材料采购溢价费等。

If Buyer needs the urgent supply exceeding the forecast, Seller will do its utmost to meet the requirements, the resulting additional costs would need to borne by Buyer, including but not limited to overtime pay, transportation fee, material cost caused by such urgent supply.

- 3.7 如项目终止，买方应至少提前半年时间书面通知卖方，买方应按双方正常交易价格将卖方按3个月预测进行准备的产品、半产品及原材料完全吸收并应配合卖方消耗其它已为买方准备的原材料。

If program will be terminated, Buyer should notify Seller 6 months in advance in written, Buyer shall accept all the product, semi-product and raw materials prepared by Seller according to the 3-month forecast at the normal price agreed by the parties and also cooperate Seller to consume all of the other raw materials.

4. 价格与付款 Price and Payment

- 4.1 除合同另有约定，货物价格为出厂价（无锡），其中未包括包装、装车、运输和保险费用。

Unless otherwise provided in the Contract, the price of the Goods specified in the Contract shall be the Ex-factory price excluding packing costs, loading costs, transportation and insurance fee.

- 4.2 除卖方与买方另有约定，买方应于合同签订之日起十（10）日内支付货款（包括预付款）。

Unless otherwise agreed upon by both parties, the Buyer shall within ten(10) working days effect the payment (including the payment in advance) subject to respective provisions of the Contract.

- 4.3 合同项下的支付货币与人民币之间的汇率比价应以相关款项支付当天中国人民银行公布的人民币与所支付货币间买卖价的中间价折算。各方应负责各自的银行费用。

The Exchange rate between RMB and the currency payable under the Contract shall be the median rate for buying and selling of such currency announced by the People's Republic of China on the respective date of actual payment of relevant amounts. Each party shall be responsible for its own bank charges.

- 4.4 货款只有汇入卖方的帐户后方可视为已经支付。

The Payment of the goods shall be deemed having been made only after it is remitted to the Seller's account.

- 4.5 卖方在收到买方合同总价全款后向买方开具发票。

Seller will issue the VAT invoice to Buyer after receipt of full payment.

5. 货物之交付 Deliver of Goods

- 5.1 为保证及时交货，在卖方交货前，买方应及时支付预付款或定金，对于免税合同，买方最迟在交货前三周须提供由其办理的必要的有关批文和完整文件资料。



In order to deliver the goods in time, the Buyer shall pay advanced payment and deposit as agreed. The Buyer shall provide the necessary complete files, the related ratification and licenses at least 3 weeks before Seller makes delivery for duty free order.

- 5.2 除非合同另有约定，卖方可以分批分期交货，每批交货均应被视为构成一项独立交易，并受本一般性条款之约束。

Unless otherwise provided in the Contract, the Seller may deliver the Goods in installments. Each installment shall be regarded as a separate transaction and governed by the General Terms.

6. 不可抗力 Force Majeure

- 6.1 如果一方因不可抗力事件而不能履行本合同项下任何义务，应于该不可抗力事件发生之日起十四（14）日内书面通知另一方，并同时向另一方提交由公证机构出具的有关不可抗力事件发生的证明。

If one party has been prevented from performing its obligations under the Contract because of an event of Force Majeure, it shall notify the other party in writing fourteen (14) days after the occurrence of such event of Force Majeure. The party shall provide a certificate issued by respective notary public office certifying the occurrence of such event of Force Majeure.

- 6.2 因不可抗力事件使一方不能履行合同义务而致使另一方发生损害或损失，一方无需承担责任，但是，一方应采取一切可能措施以减少或避免不可抗力的影响，并尽其一切努力尽快恢复履行其因不可抗力事件而无法正常履行的义务。

In the event of Force Majeure, one party shall not be liable for any damages, increased costs or losses which another party may suffer by reason of such failure or delay of performance under the Contract. The party shall take appropriate measures to minimize or remove the negative effects of the Force Majeure and within the shortest possible time, make an endeavor to resume performance of the obligation affected by Force Majeure.

7. 货物之接收 Acceptance of the Goods

- 7.1 除非合同另有约定，买方接收货物后，应在卖方之交货通知书上盖章确认，否则，卖方有权拒绝将货物移交买方。由此而产生之一切费用及逾期交货之责任应由买方承担。

Unless otherwise provided by the Contract, the Buyer is obliged to confirm the acceptance of the Goods by stamping the delivery notice presented by the Seller or otherwise the Seller shall be entitled to refuse to hand over the Goods. The Buyer shall be responsible for the consequences of the delayed delivery and be liable for the consequent costs and expenses occurred therefrom.

- 7.2 除非合同另有约定，如果买方对货物数量和质量有异议，应分别于接收货物时当即和接受货物后一周内向卖方书面提出，逾期则视为卖方所交货物数量和质量符合本合同之约定。



Unless otherwise provided in the Contract, the Buyer shall be obliged to declare in writing the discrepancies in terms of the quantities and quality of the delivered Goods separately upon or within 7 days after the receipt of such, or otherwise it shall be deemed that the Goods delivered by the Seller is in consistence with the Contract.

- 7.3 本合同项下卖方之发票，卖方如以挂号或特快专递 (EMS) 方式寄交买方，买方对发票缺失、错漏等任何异议应在收到该快递后三天内向卖方书面提出，逾期视为买方已收到符合合同要求的发票。

The official invoice under this contract may be sent to Buyer by registered mail or EMS, the Buyer shall notify the Seller such demurrals within three days upon receipt of EMS mail, incase there were any disagreements such as no invoice in envelop, mistakes in invoice, otherwise, the Buyer is deemed having accepted the invoice.

8. 风险 Risks

- 8.1 买方自提的货物，风险自货物在卖方所在地装运时起转移至买方。

The risks of the Goods shall be passed onto the Buyer after the loading of the Goods on the Seller's premise for "Ex-Work" orders.

- 8.2 如果买方必须在卖方营业地或卖方营业地以外的某一地点接收货物，而买方未按规定接收货物，则视为买方违约，货物风险从买方应该接收货物时起转移至给买方。

In case the Buyer is obliged to accept the Goods at the Seller's business place, the risks of the Goods shall be passed to the Buyer from the time it should accept the Goods under the contract provided that it fails to do so. Such failure shall be deemed as a breach of the Contract.

9. 所有权的转移 Title Transfer

- 9.1 货物的所有权在买方按合同规定如期支付全部货款后，才转移至买方。

The title of the Goods shall pass from the Seller to the Buyer only after the Buyer has fulfilled its payment obligation in accordance with the Contract.

- 9.2 在买方未取得货物所有权之前，买方不得将货物抵押、质押、租赁、或将货物以任何方式转让给第三方，不得对货物作任何改变。

As long as the title Goods remains with the Seller, the Buyer shall keep the Goods from any mortgage, lien, leasing, or pass the Goods to any third party in any means, and shall not be entitled to make any changes to the Goods.

10. 合同变更、转让及解除 Amendment, Assignment and Termination

- 10.1 除非本合同另有约定，未经本合同另一方书面同意，卖方或买方不得擅自变更本合同或向任何第三方转让其本

合同项下之权利及 (或) 义务。

Unless otherwise provided by the Contract, neither party may at its own discretion amend the Contract or assign the Contract to any third party without the prior written consent of the other party.

10.2 如果不可抗力影响持续超过一百八十 (180) 天，卖方或买方均有权书面通知另一方解除合同。

Either party may terminate the Contract by sending a written notice to the other party in case the Force Majeure lasts for more than 180 days.

10.3 如果买方未在合同约定期限内履行支付货款、提取货物或其他本合同项下之义务，则卖方可以限定买方在合理

宽限期内履行其前述义务；如果买方在该宽限期内仍未履行其上述义务，则卖方有权书面通知买方解除合同。

The Seller may allow the Buyer at its own discretion to perform in a reasonable extended period its obligations under the Contract where the Buyer does not effect payment or accept the Goods or fulfill any other obligations under the Contract. Should the Buyer fail to fulfill its obligations in such extended period. The Seller shall be entitled to terminate the Contract by sending a written notice to the Buyer.

10.4 在上述第 10.2、10.3、10.4 条款之情形下，本合同自一方收到另一方解除通知之日起解除。

The Contract shall be terminated upon one party's receipt of the said written notice under the circumstances outlined in above Article 10.2, Article 10.3 and Article 10.4.

10.5 如以下情况发生，双方可全部或部分解除合同、其他协议：

Either Party can break up the contract in whole or in part, or other agreement and the "Monthly purchasing plan" when the following situation happens;

- 1) 买方或卖方失去了与银行的关系 (信誉、解除账号等) ;
Buyer or Seller has lost the relationship with the bank (credit standing, the account unchained, etc.);
- 2) 买方或卖方被政府机构取消了经营资格 ;
Buyer or Seller was cancelled for the operation qualification by government institutions;
- 3) 如由于银行退票、第三方强制命令 (包括临时查封、临时处理) 、请求破产、公司解散等原因，买方或卖方被认定为不能继续执行合同 ;
If due to bank return the payment, third-party enforcement order (including temporary seizure, temporary treatment), the request for bankruptcy, dissolution of the company and other reasons, Buyer or Seller has been identified as unable to continue implementation of the contract;
- 4) 买方或卖方被清算、转让或合并 ;
Buyer or Seller was liquidated, transferred or merged;
- 5) 买方或卖方违反合同、其他协议及“月份采购计划” ;
Buyer or Seller breaches of contract, other agreements and the "monthly purchasing plan";
- 6) 双方共同认为一方由于灾害或其他不可抗力的原因不能遵守合同 ;
Both Parties agreed that one of party can not comply with the contract due to disasters or other force majeure reasons

合同终止方应第一时间提出合同终止时间，使双方损失降到最低。若终止方已提前预告具体终止时间，并作出

了合理安排，被通知方未执行，则一切损失由被通知方承担。具体终止事项根据实际情况另议。

Contract Termination party shall put forward the termination of the contract at the first time to allow the losses to both sides to a minimum. If advance notice of the termination Party has a specific end time, and made reasonable arrangements but notified Party have not been implemented, then all the losses should be borne

by notified Party. Specific termination of the items will be discussed according to the actual situation.

11. 保密条款

11.1 “保密信息”是指一方拥有、取得、委托他人为其开发或者由他人向其提供的，并且该方认为具有保密性或专属性的所有科学信息、技术信息、交易信息或商业信息，包括但不限于有商业意义的商业秘密、资料、知识产权、外观设计、形状、工艺、化学配方、材料成分、实践方法、设备、构造，蓝图，技术、方法、检测系统、程序、测试、数据、报告、专有技术、供应来源、专利情况、与顾问和雇员的关系、商业计划和商业发展情况、与一方的研究、开发、制造、市场营销或其它项目的存在、范围或活动等相关的信息，以及与一方的供应商、许可人、被许可人、代理人、关联方、客户、潜在客户或其他人员等相关的或者属于上述人员的其它保密信息，无论上述信息是否附有“保密”标签，也无论其是否具有其它“保密”标识。

“**Confidential Information**” means all the science information, technical information, trade information, or business information which one party under the contract possesses, obtains, trusts other party to develop for it or be provided by other party and the party deems confidential or exclusive, including but not limited to any trade secrets, information, know-how, designs, shapes, processes, chemical formula, material constituents, practices, devices, structures, prototypes, techniques, manners, detection system, program, tests, data, reports, proprietary technology, supply sources, patents, relationship with the consultants and the employees, trade plans and the trade developing circumstances, the relating informations of one party’s research, development, manufactory, marketing, or other projects’ existing, scope, or activities, and other confidential information of one party’s suppliers, licensor, licensee, agents, associates, clients, potential clients or their corresponding persons, regardless of form.

11.2 保密信息不包括以下各项信息：(a) 由合同一方书面记录为证，在对方向其披露时或披露前其已经知悉的信息，且该方不承担保密义务；(b) 披露时或披露后，非因违约行为而为公众所知的信息；(c) 由并未直接或间接从合同一方获得信息的第三方合法或善意地向合同另一方提供的信息；或者 (d) 由合同一方的书面记录为证，其在未使用合同另一方的保密信息的情况下独立开发的信息。

“Confidential Information” doesn’t include any such informations which:

(a) have already be knew by one party at or before the time the other party discloses to it provided the written record with no confidentiality obligation;

(b) have already be knew by public without any breach activity before the time it is disclosed;

(c) are disclosed to one party legally or with good will by a third party who obtained the confidential information indirectly from the other party;

(d) are developed independently by one party without use of the confidential information of the other party provided the written record.

11.3 合同双方互为保密信息的提供方和接受方，负有保密义务，承担保密责任。合同双方中任何一方未经对方书面同意不得向第三方（包括新闻界人士）公开和披露任何保密信息或以其他方式使用保密信息。合同双方均须把保密信息的接触范围严格限制在因本合同规定目的而需接触保密信息的各自担负责任的代表的范围内；合同双方也须促使各自代表不向第三方（包括新闻界人士）公开或披露任何保密信息或以其它方式使用保密信息。除非披露、公开或利用保密信息是双方从事或开展合同下工作在通常情况下应承担的义务（包括双方今后依法律或合同应承担的义务）适当所需的。

Both parties represent to the other party as the provider and receiver of confidential information , and thus both undertake confidentiality obligations and liabilities. Neither Seller nor Buyer shall disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information without the written approval of the other party ; Both parties are obliged to urge their representatives not to disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information ; unless the disclosure , publicity and application of the confidential information is required by the due performance of the obligations of the two parties in association with the undertaking and proceeding of the cooperative programs under normal circumstances (including obligations to be assumed by both parties in the future pursuant to the law and the contracts signed by the two parties) .

12. 保存期限 Product (Storage) Life

12.1 卖方产品之保存期，另有规定外，一般为三年。

Product shelf life is usually three years unless otherwise specified.

12.2 卖方产品，另有规定外，储存环境为常温（25℃）、相对湿度（50% - 60%）的阴凉处；才可达到产品的保存期。

Products need to be stored at room temperature (25°C), relative humidity (50% - 60%), away from direct sunlight for specified shelf life to be attained; unless otherwise specified.

13. 违约责任 Liability for Breach of Contract

13.1 如果任何一方单方面终止合同，应向另一方支付相当于合同货款总值百分之十（10%）之违约金；如果本合同项下货物为特殊型号或涉及非标准规格之部件，则违约金应为货物总值之百分之三十（30%）。

In case one party terminates the Contract unilaterally, the other party shall be entitled to be paid by the party at 10% of the purchase price as liquidated damages. If the Goods concerning special models or under the Contract comprises any parts or components with non-standard specifications, the aforesaid liquidated damages shall be 30% of the total value of the Goods.

13.2 如果买方逾期付款，除本合同或一般条款另有约定外，其违约责任仅限于向卖方按日支付相当于逾期付款部分万分之三（0.03%）之违约金。

In case the Buyer delays in effecting payment, unless otherwise agreed in the Contract or on the General Terms, its liabilities for delay payment are limited to an interest of 0.03% of the default payment for each day in delay.

13.3 如果卖方逾期交货，除本合同或一般条款另有约定外，其违约责任仅限于向买方按日支付相当于买方已支付货款的万分之三违约金。

In case the seller delays in delivery, its liability for this delay in delivery is limited to a penalty of 0.03% for each day of delay calculated from amount which has been paid by the Buyer, unless otherwise agreed in the Contract.

13.4 有下列情形之一时，卖方有权顺延交货期或依法解除合同：

- (1) 买方未按期支付预付款；
- (2) 买方未按期提供由其负责办理的文件或批文；
- (3) 买方未履行其它在交货前应履行之合同义务。

Under the following circumstances, the Seller shall be entitled to postpone the delivery of the goods accordingly, or to terminate the contract unilaterally:

- (1) The Buyer fails to effect prepayment as agreed;
- (2) The Buyer fails to provide the documents or official licenses as specified on the contract;
- (3) The Buyer fails to perform other obligations before delivery as specified on the contract.

14. 法律适用及争议解决 Governing Law and Settlement of Disputes

14.1 任何因合同及本一般性条款之签订、履行及（或）解释所发生之争议均适用中国法律。

Any contract and the general terms of the sign, performance and（or）interpretation of the dispute shall apply to Chinese law.

14.2 卖方和买方应通过友好协商解决其争议，协商不成，应向卖方所在地有管辖权之法院提起诉讼。

The seller and buyer shall settle their dispute through friendly negotiation; should such settlement cannot be

reached, any party could file the case with the court located in the seat of the seller with jurisdiction.

15. 其他条款 Miscellaneous

15.1 本一般性条款以中、英文制成，两种文字具有同等效力，如果任何条款之中、英文有歧意，则应以中文为准。

The General Terms shall be written in Chinese and English. Both language versions are equally authentic. If there is any inconsistency between the two versions, the Chinese version shall prevail.

15.2 合同和一般性条款项下的任何通知或其他书面材料，按全员注明的地址或双方法定地址，一方各另一方以挂

号信或特快专递方式发出 4 天后，即视为该通知已经送达对方。

Any notice or other written materials under the Contract and the General Terms from one party to another party, shall be deemed having been received after such notice was sent by registered mail or EMS for 4 days to the addresses indicated on the contract or their legal addresses.

15.3 双方兹确认，对所有本一般性条款均进行了充分协商，完全理解了所有条款的含义，并接受和认可所有条款，

卖方同时提请买方注意 13.3 款含有限制卖方责任的内容。

It is confirmed that every clause hereof, has been completely discussed, understood and accepted by both parties, and Seller herein calls Buyer's attention to 12.3, the restrictive clause regarding Seller's liability.

15.4 本一般性条款为合同不可分割之组成部分、与本合同具有同等效力，二者有不一致之规定时，以合同为准。

The General Terms shall constitute an integrate part of the Contract and shall be equally valid. In the event of any inconsistency between the Contract and the General Terms, the Contract shall prevail.

15.5 本合同对本合同双方以及该方合法的继受者和受让人有法律约束力。

This Contract is made for the benefit of the Parties hereto and their respective lawful successors and assignees and is legally binding on them.

15.6 本合同不得以口头方式修改，而须经双方签署书面文件后方可修改。

This Contract shall not be changed verbally, but only by a written instrument signed by the Parties.

15.7 如果一方未行使或延迟行使其在本合同项下的某项权利、权力或特权，不构成该方对此项权利的放弃，并且

单独或者部分行使某项权利、权力或特权，并不妨碍其行使其他权利、权力或特权。

Either Party's failure to exercise or delay in exercising any right, power or privilege under this Contract shall not operate as a waiver thereof, and any single or partial exercise of any right, power or privilege shall not preclude the exercise of any other right, power or privilege.

15.8 本合同某一条款的无效不影响本合同其他条款的效力。

The invalidity of any provision of this Contract shall not affect the validity of any other provision of this Contract.



博尔豪夫 (无锡) 紧固件有限公司

Bollhoff (Wuxi) Fastenings Co., Ltd.