

APP Hong Kong Products Supply Terms and Conditions

艾德盛香港产品供应条款和条件

The following Terms and Conditions supersede all other understandings, either verbal or written, before any order is accepted for delivery of products (the “Products”) by Ideal Anderson Asia Pacific Limited (“APP Hong Kong”). APP Hong Kong and the Buyer may be referred to herein jointly as the “Parties” and individually as a “Party”.

以下条款和条件在任何订单为艾德盛亚太有限公司（以下简称“艾德盛香港”）接受并同意交付产品（“产品”）之时，取代之前的所有其它口头或书面的谅解。艾德盛香港与买方在本协议中合称为“双方”，单称为“一方”。

1. Scope of Application 适用范围

These Terms and Conditions shall apply to all the Products purchased from APP Hong Kong by the Buyer. The Products could be either Standard Products or Custom Products. For the purpose of these Terms and Conditions, Standard Products are Products that are manufactured with established and widely adopted industry specifications, while Custom Products are Products that are manufactured with specifications as requested by a particular customer. APP Hong Kong is entitled to determine whether a Product is Standard Product or Custom Product.

本条款和条件应适用于买方向艾德盛香港购买的所有产品。产品包括标准产品和定制产品。就本条款和条件而言，标准产品指根据业内所普遍接受的规格生产的产品；定制产品指按照特定客户要求的规格生产的产品。艾德盛香港有权决定某一产品是标准产品还是定制产品。

2. Orders and Acceptance 订单和接受

2.1. An order becomes subject to these Terms and Conditions when the Buyer issues a valid order (in a form agreed to by APP Hong Kong) for products (“Order”) to APP Hong Kong. Order shall be submitted by the Buyer to APP Hong Kong in writing and deemed to have been accepted by APP Hong Kong only when it is confirmed by APP Hong Kong’s Customer Service Department in writing. APP Hong Kong would issue a Sales Order Acknowledgement for the Order accepted by APP Hong Kong.

当买方向艾德盛香港发出一份有效产品订单（其基于艾德盛香港同意的格式）（“订单”），订购产品时，订单将受到本条款和条件的约束。买方提交给艾德盛香港的订单应为书面的，且该订单只有经艾德盛香港的客户服务部门书面确认后方视为被艾德盛香港所接受。艾德盛香港将就其接受的订单出具一份销售订单确认。

2.2. Written quotations provided by APP Hong Kong to Buyer are valid for, and subject to acceptance by Buyer within, 30 days from the day of its issuance and shall be subject to final confirmation by APP Hong Kong’s Customer Service Department.

艾德盛香港向买方提供的书面报价单，自发出之日起算30天内有效，买方应在该30天内接受，且应以艾德盛香港的客户服务部门的最终确认为准。

2.3. For each Order, \$400 net minimum order value and standard package quantity listed for specific part number is required.

对于每一份订单，净最低订单价值为400美元，并应列出每一具体零件编号对应的标准包装数量。

3. Pricing 定价

Pricing of the Products is based on EXW APP Hong Kong’s warehouse (ICC Incoterms 2010), unless otherwise stated in the written quotations or the Sales Order Acknowledgement provided by APP Hong Kong to the Buyer. Prices of the Products shall be determined according to the prices at the time the Order is accepted. If an Order is deemed to have been cancelled as a result of the rescheduled delivery date as provided under Section 13, the prices of the relevant Products would be changed and determined according to the prices effective at the time when a new

Order is deemed to have been placed as provided under Section 13. If delivery of an Order is delayed by the Buyer, APP Hong Kong shall have the right to increase the price charged for any Product ordered to reflect the prices in effect at the time of delivery. Prices shown for given quantity break are based on a single delivery of the specific part number. Combining quantities of the different part numbers for additional price breaks is not allowed.

产品价格以国际商会《2010国际贸易术语解释通则》项下的贸易术语EXW

艾德盛香港仓库交货为基础，除非艾德盛香港向买方提供的书面报价单或销售订单确认中另有规定。产品价格将根据订单被接受时的价格进行确定。若根据第13条的规定，订单因更改交付日期而被视为取消，则相关产品的价格将予以调整，并以根据第13条的规定视同新订单提交之时有效的价格予以确定。若因买方原因使得某一订单项下的交付延迟，艾德盛香港应有权提高所订购的任何产品的价格，进而反映出交付时所适用的价格。不同数量区间对应的价格是基于一次性交付特定数量的某一具体编号的零件。不得将不同编号的零件合并计算，以要求获得额外的区间价格待遇。

4. Delivery交付

4.1 Delivery of the Products by APP Hong Kong to the Buyer shall be made according to the commercial term as provided under Section 3 hereof. APP Hong Kong reserves the right to consolidate multiple shipments due within a one week window.

艾德盛香港向买方交付产品应根据双方的约定，根据第3条确定的贸易术语进行。艾德盛香港保留将一周的窗口期内的多批货物合并，一并予以交付的权利。

4.2 The lead time for the Products will be provided in the written quotations from APP Hong Kong to the Buyer. APP Hong Kong will further indicate the estimated delivery date in the Sales Order Acknowledgement issued to the Buyer.

艾德盛香港向买方提供的书面报价单中将说明产品的交货周期。艾德盛香港将在给买方的销售订单确认中进一步列出预计的交付日期。

4.3 APP Hong Kong will make commercially reasonable efforts to deliver Products as scheduled but assumes no responsibilities for failure to meet the lead time and/or the scheduled delivery date. Delivery dates are approximations and time shall not be of the essence in any contract created by the acceptance of any Order. The Buyer is strongly recommended to conduct communication with APP Hong Kong to help minimize these situations where actual delivery is later than the scheduled delivery date. In no event shall APP Hong Kong be liable for any damages or contingent expenses caused by delays in delivery.

艾德盛香港将采取商业上合理的努力，根据安排交付产品，但不对未能按照交货周期和/或预计的交付日期交货而承担责任。交付日期是预估的日期，对因接受订单而成立的合同而言，时间不是其关键要素。强烈鼓励买方与艾德盛香港沟通，以减少发生实际交货晚于预计的日期的情形。在任何情况下，艾德盛香港均不对因交付延迟而产生的任何损失或或有的支出承担责任。

4.4 If the Buyer fails to accept the Products on the delivery date, APP Hong Kong shall be entitled to disposal of the Products in a way as APP Hong Kong deems appropriate or chooses to store the Products until actual delivery. APP Hong Kong shall be entitled to charge the Buyer for the actual costs and expenses arising out of such disposal and/or storage.

若买方未于交付日期接收产品，艾德盛香港将有权按照艾德盛香港认为合适的方法处理产品，或选择储存产品，直至实际交货为止。艾德盛香港有权自买方收取因上述处理和/或储存而产生的各项费用和开销。

5. Package Quantity包装数量

Orders, releases, and deliveries must be in multiples of package quantity listed. Quantities that require a mix of standard and bulk packaging will be priced separately. APP Hong Kong reserves the right to modify packaging without further notice. Orders will be subject to additional charges for special packaging and documentation.

订单、放货和交付必须是所列包装数量的倍数。要求标准包装和散货包装混合的数量将分别定价。艾德盛

香港保留更改包装而不另行通知的权利。对要求特殊包装和提供文件的订单，需要支付额外费用，

6. **Payment Term** 支付条款

The payment for the Products by the Buyer to APP Hong Kong shall be made in cash at least 7 days prior to the delivery date. If the Buyer fails to make the payment within the time limit, APP Hong Kong is entitled to delay and reschedule the delivery until the Buyer makes the corresponding payment of the Products in full.

买方应在交付日期的至少7日之前，以现金形式向艾德盛香港支付产品的货款。若买方未在规定期限内完成付款，艾德盛香港有权延迟交货和重新安排交货，直至买方付清相应产品的货款为止。

7. **Application of Product** 产品的运用

It is the responsibility of the Buyer to determine the suitability of the Products for the Buyer's application and to receive proper agency certification for its application.

买方有责任确定其所购买的产品对于其实际应用的适用性，并就该实际应用获得相应机构的认证。

8. **Title and Risk of Loss** 所有权与灭失风险

8.1 Title and risk of loss of the Products, which are the subject of these Terms and Conditions, passes to the Buyer from APP Hong Kong upon the delivery of Products to the Buyer at APP Hong Kong's warehouse. APP Hong Kong retains all security interest in the Products until such time as payment is received.

产品（即本条款和条件的标的）的所有权和灭失风险于艾德盛香港在艾德盛香港仓库将产品交付给买方时，转移至买方。艾德盛香港保留针对产品上的所有担保权益，直至收到付款为止。

8.2 The Buyer acknowledges that it has adequate insurance to cover any and all losses of the Products after the Buyer takes over the Products and / or when the Products are in its possession and unpaid for the full value of the invoiced Products.

当买方接收产品之后，和/或当产品在买方的占有之下且尚未全额支付所开具发票金额时，买方确认其持有足够的保险以承担任何及所有的产品损失。

9. **Taxes** 税务

The price listed, unless otherwise agreed, has included any and all taxes levied on the sale of the Products.

列出的价格，除非另有约定，已经包含了任何及所有的销售该产品的税款。

10. **Returns** 退货

Authorization to return Products must be obtained from APP Hong Kong's Customer Service Department in writing. If issued, refund will be made to the Buyer by APP Hong Kong at the original delivery price that the Buyer has paid. If the return of Products is made at the request of the Buyer or due to the Buyer's own reason, re-servicing, restocking, transportation and other charges shall be a minimum of 15% with the actual charge being based on the specific circumstance and shall be borne by the Buyer. Returns must be properly packaged to prevent damage and returned and prepaid by the best and most economical means. If the return of Products is made due to APP Hong Kong's reason only, APP Hong Kong shall bear the costs for re-servicing, restocking, and transportation as well as other charges.

产品退回必须获得艾德盛香港的客户服务部门的书面批准。得到批准后，艾德盛香港将以买方支付的原始交付价格向买方退款。若产品退回是买方提出的，或者是出于买方自身的原因，则重新服务、重新储存、运输及其它费用应视具体情况，收取最低为实际价格的15%的费用，由买方承担。退货必须予以适当包装，以防止损坏，且必须通过最佳且最经济的方式进行，并预付款项。若产品退回仅是由于艾德盛香港方面的原因，则艾德盛香港将负责承担重新服务、重新储存和运输的费用及其它费用。

11. Claims and Adjustments 索赔和处理

No shortage claim or error in delivery will be adjusted unless reported to APP Hong Kong in writing within fifteen (15) days of receipt of Products and with relevant and appropriate documented evidence submitted to APP Hong Kong.

除非买方在收到产品后15日内书面报告给艾德盛香港并向艾德盛香港提供相关的、恰当的证明材料，无需对短缺索赔或交付错误予以处理。

12. Warranty and Limitation of Liability 保证和责任限制

APP Hong Kong warrants that the Products to be delivered hereunder are free of defects in workmanship and materials under normal use and service provided, however, that the Products have not been used beyond their normal capacity or have not been abused in any way. This warranty is in lieu of and excludes all other warranties, guarantees, or representations expressed or implied by operation of law or otherwise including any warranty of merchantability or fitness for purpose. If within 30 days from date of delivery Buyer notifies APP Hong Kong that the Product is not as warranted and APP Hong Kong finds the Product to be thus defective, APP Hong Kong shall be obligated and shall have the right to remedy such defect, at the APP Hong Kong's option, by repair or replacement of the Product. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. APP Hong Kong shall have the right of disposal of Products replaced by it hereunder. In no event shall APP Hong Kong be liable for loss of use or any indirect, incidental, or consequential damages, including but not limited to consequential damages for personal injuries. The Parties expressly agree that the disclaimer shall remain in effect in the event that the Buyer's sole and exclusive remedy fails of its essential purpose.

艾德盛香港保证，本协议下交付的产品在正常使用和服务的情况下，无工艺和材料瑕疵，前提是，产品并没有以超其正常能力被使用，或者以任何方式被滥用。该保证取代且排除其他所有根据法律或者以其他方式明示或默示的保证、担保、或者陈述，包含适销性或者适用于特定目的的保证。若在交付日期起30日内，买方通知艾德盛香港产品并非如保证的那样，且艾德盛香港亦发现产品存在该等瑕疵，艾德盛香港应有义务且有权利，根据艾德盛香港的选择，通过修复或者更替产品以补救此瑕疵。买方应承担所有与前述补救有关的处置、重装和运输的责任和费用。艾德盛香港应有权处理根据本协议被替换的产品。在任何情况下，艾德盛香港均不对无法使用承担责任，亦无需对任何间接的、附带的、或者非直接的损失，包括但不限于基于人身伤害的非直接损失，承担责任。双方明确同意，在买方的唯一的、排他性的救济不能实现其基本目的情况下，前述免责仍然有效。

13. Change and Cancellation 变更与取消

Orders for Products accepted by APP Hong Kong under this Agreement shall not be changed or cancelled (including rescheduling) by the Buyer unless agreed to in writing by APP Hong Kong in advance.

除非艾德盛香港事先书面同意，否则对于根据本协议被艾德盛香港所接受的产品订单，买方将不得变更或者取消订单(包括更改交付日期)。

For custom product, if the buyer attempts to change or cancel the order in absence of a written agreement from APP Hong Kong, APP Hong Kong is entitled to claim the compensation from the buyer, which equals to the purchasing price of the Order.

对定制产品订单，若买方未经艾德盛香港书面许可而变更或取消订单，艾德盛香港有权向买方索求损失，损失金额等于此订单的采购价格。

For standard product, if the buyer attempts to change or cancel the order in absence of a written agreement from APP Hong Kong, APP Hong Kong is entitled to claim the actual compensation from the buyer.

对标准产品订单，若买方未经艾德盛香港书面许可而变更或取消订单，艾德盛香港有权向买方索求实际损失

14. Governing Law 适用法律

These Terms and Conditions and the performance of the Buyer and APP Hong Kong hereunder shall be governed by and construed in accordance with the law of Hong Kong.

本条款和条件以及买方和艾德盛香港在本条款和条件下的履行将受香港法律约束，并按其进行解释。

15. Dispute Resolution 争议解决

Any dispute arising out of or in connection with these Terms and Conditions shall be submitted to Hong Kong International Arbitration Center (HKIAC) in Hong Kong for arbitration which shall be conducted in accordance with HKIAC's arbitration rules in effect at the time of applying for arbitration. The arbitration award is final and binding upon both Parties.

由本条款和条件产生或与此有关的任何争议，都应提交位于香港的香港国际仲裁中心（HKIAC）进行仲裁，仲裁应根据香港国际仲裁中心在申请仲裁时有效的仲裁规则进行。仲裁裁决是终局的，且对双方有拘束力。

16. Miscellaneous 其它

16.1 These Terms and Conditions supersede and cancel any and all the previous understanding or agreement, written or implied, between the Parties relating to the Products covered hereby as well as the purchase order or terms and conditions of Buyer. These Terms and Conditions, together with an Order, express the complete and final understanding of the Parties in respect thereto, and may not be changed in any way except in writing signed by both Parties.

本条款和条件取代双方之间先前就产品达成的任何书面或默示的谅解或者协议，亦取代买方的购买订单和条款条件。本条款和条件以及订单构成双方关于产品的完整且最终的谅解，且不能以任何形式更改，除非双方书面签字确认。

16.2 APP Hong Kong reserves the right to revise, change and update these Terms and Conditions at any time without prior notice to the Buyer.

艾德盛香港保留在任何时候，不经提前通知买方的情况下，修改、变更和更新本条款和条件的权利。

16.3 These Terms and Conditions are written in both English and Chinese, and the English version shall always prevail.

本条款和条件以中英文两种语言写成，但应以英文版为准。