

General Terms of Sale

销售通用条款

For the purpose of these general terms of sale, the term "Seller" shall mean the pertinent Bekaert company.

为本销售通用条款之目的，“卖方”指相关的贝卡尔特旗下的公司。

1. Application

适用

Unless other terms are expressly accepted in writing by the Seller, these general terms of sale shall govern all sales, notwithstanding different or contrary terms or conditions mentioned on the order form or other documents from the Buyer.

尽管在订单或买方提供的其他文件中有不同或相反规定，除非被卖方书面明确接受，本销售通用条款将适用于双方之间所有买卖交易。

2. Offers - Acceptance

要约与接受

All bids and prices are communicated without binding the Seller. They may be modified at any time without prior notice.

所有来往的出价与价格均不约束卖方，并可于任何时间修改且无需提前通知。

The order of the Buyer shall constitute the offer.

买方的订单将构成要约。

All purchase orders, including those received or accepted by representatives or agents of the Seller, shall commit the Seller only after his written acceptance, in the form of an order confirmation.

所有的购买订单，包括那些被卖方的代表或代理所收到或接受的订单，应在卖方以订单确认函的形式书面接受后约束卖方。

3. Delivery

交付

1. All sales are governed by the "Incoterms 2010".

所有的销售交易受“国际贸易术语解释通则2010版”管辖。

2. Unless otherwise stipulated, all deliveries shall be made "ex works".

除非另有规定，所有的交付为“工厂交货”。

3. Dates of delivery are given for information purposes only and are not binding.

交付日期仅为信息通常之目的，而不具约束力。

In case of non-delivery of the goods within three (3) months after the date stated, the Buyer shall have the right to invoke this delay to claim cancellation of the contract, excluding all claims for damages, on the condition that he informs the Seller of his intention, by telex, telefax or letter within fifteen (15) days after the three (3) months have expired.

若于所述交付日期之日起三（3）个月内尚未完成交付，买方应有权以该等延迟为依据要求取消交易而无权进行其他索赔，前提是买方通过传真、电传或书信方式在上述三（3）个月后的十五（15）天内通知卖方其取消交易之意图。

Within fifteen (15) days after giving such notice, the Seller shall either accept this cancellation or commit himself to deliver within thirty (30) days; if he does not respect this last commitment, the sale shall be cancelled.

在买方给出上述通知之日起的十五（15）日内，卖方应接受该取消交易或于三十（30）日之内交付；若卖方仍不能遵守其最后的承诺，该交易应被取消。

- 4. The Seller reserves the right to make a partial delivery and to deliver the ordered goods with a ten per cent (10 %) tolerance due to technical reasons.**

卖方保留部分交付以及因技术原因在10%的误差范围内交付预定货物的权利。

In case of partial delivery, partial payment shall become due.

在部分交付的情况下，部分货款将随之到期。

4. Guarantee

保证

- 1. Conformity to the contract of the delivered goods is determined according to the state of the goods at the time of delivery.**

交付货物与协议规定的一致性应根据交付时货物的状态进行评定。

- 2. The acceptance of the goods at the time of delivery implies "clean receipt" and covers all visible defects.**

交付时对货物的接受即为“清洁收货”并将覆盖所有可见的瑕疵。

- 3. Claims for defects visible at delivery must be submitted by the Buyer in writing to the Seller within three (3) days following delivery.**

有关交付时对于可见瑕疵的请求应与交付后三（3）日内由买方以书面的形式提交给卖方。

- 4. Claims for hidden defects can be considered only if the defects appear within a period of six (6) months following delivery, and are notified to the Seller by telex, telefax or letter within three (3) days following their discovery.**

有关隐藏瑕疵的请求仅在交付后六（6）个月内有效并予以考虑，买方应于其发现该等瑕疵之日起三（3）日内通过传真、电传或书信方式向卖方通知有关该等瑕疵之请求。

- 5. Goods found defective cannot be returned by the Buyer except with the prior and explicit consent of the Seller.**

除非由卖方事前明确同意，买方不得退还其认为有瑕疵的货物。

- 6. Unless explicitly agreed in writing, the Seller does not guarantee that the goods meet the requirements of a specific use or process.**

除非书面明确同意，卖方不保证货物满足特殊使用或流程的要求。

5. Liability

责任

- 1. Under no circumstances shall the Seller be liable for defects caused by bad storage, handling by the Buyer, abnormal use of the goods, or transformation of the material due to climatological conditions.**

卖方在任何情况下不应对由买方不当储存或操作、非正常使用货物或因气候条件而引起的材质变化而出现的瑕疵承担责任。

2. **Without prejudice to the above, the Seller's liability for damages arising from the delivered goods is in any case limited to the price of the goods, excluding damages.**

在不违反上述条款的前提下，卖方对于交付货物的赔偿责任在任何情况下仅限于货物的价格，而不包括损害赔偿额。

3. **In case of resale of the goods, processed or not, the Buyer shall, with respect to his own purchasers, restrict his liability for damages arising from the delivered goods to the value of this delivery.**

若转售货物，无论是否经过加工，买方应，相对于其自己的买方，将其对交付货物的责任限制在交付价值内。

4. **Without prejudice to the above, the Seller's liability for physical injury caused by the defective goods shall be governed by the law of the place of the Buyer's registered office, unless this place is in the United States of America, in which case Belgian law shall prevail.**

在不妨碍上述条款的前提下，卖方对于缺陷货物造成的物理损害应由买方注册办公地所在地法律管辖，除非买方注册办公地所在地为美国，在此情况下则适用比利时法律。

5. **The Buyer agrees to inform the Seller immediately whenever he becomes aware of a patent which is infringed by the delivered goods.**

买方同意一旦其获知某项专利被交付货物侵权，其将立即通知卖方。

If a patent infringement claim is brought against the Buyer due to the offer, import, storage, sale and/or use of the Seller's goods, the Buyer shall immediately inform the Seller in writing thereof, and allow the Seller to take over the defence in the proceedings.

若买方因为提供、进口、存储、销售和/或使用卖方的货物而被提起专利侵权相关的诉请，买方应立即书面通知卖方并允许卖方接管诉讼程序中的抗辩事项。

If a final judgment holds the Buyer liable for patent infringement by the delivered goods, the damages which the Seller may owe to the Buyer shall not exceed an amount equal to the sales price paid by the Buyer for the infringing goods, delivered to him during the last six (6) months preceding the summons.

若最终裁决判定买方应承担交付货物相关的专利侵权责任，卖方对买方的赔偿责任不应超出买方为在法庭传票之前六（6）个月内交付买方的侵权货物所支付的购买价款。

Under no circumstances does the Seller assume any liability or responsibility for any extraordinary use or special application which the Buyer or a third person makes of the delivered goods and which may infringe patent rights of third parties.

若买方或某第三方将交付货物进行非常规使用或适用于特殊目的而引发对第三方的专利侵权责任，卖方不对前述责任承担任何责任。

Moreover, the Seller cannot be held liable for infringements by his goods of a patent which is unknown to him but of which the Buyer was aware.

此外，卖方不对仅买方知晓而其不知晓的其货物的专利侵权责任承担任何责任。

6. Payment and Security

支付和保证

1. **All invoices are payable at the place, time and conditions specified on the invoice. Unless otherwise determined, the payment must reach the Seller before the fifteenth (15th) day of the month following the month in which delivery took place.**

所有的发票按照发票上所属地点、时间和条件应付。除非另有其他规定，买方应于交付发生日的下个月第十五（15）日之前支付全部货款并保证卖方收到该等货款。

2. Subject to any other remedy available to the Seller, any invoice or part thereof which is not paid on its due date shall bear interest, automatically and without prior notice, at the rate of three percent (3%) above the discount rate of the National Bank of the country of the registered office of the Seller.

受制于卖方可能获得的其他救济，任何未能于到期日全部或部分支付的发票将自动而无须提前通知地产生利息，利率为卖方注册地址所在国的国家银行的贴现率加收百分之三（3%）。

Furthermore, all other outstanding invoices of the Buyer shall become due immediately.

另外，所有其他已经开具给买方的发票将立即到期。

3. Moreover, any amount which is unpaid on its due date shall be increased by a fixed amount, payable as liquidated damages for administrative costs caused by recovery measures, and equal to ten percent (10 %) of the unpaid amount.

此外，任何到期应付而未支付的款项应自动增加一定数额，即未付金额的百分之十（10%），作为补救措施所导致的行政费用的损害赔偿额。

4. Finally, in case of non-payment within one (1) month following the due date, the Seller is entitled to cancel the sale by notifying the Buyer by registered letter, which shall take effect on the day of its receipt by the Buyer.

最后，若到期后一（1）个月未支付应付款项，卖方有权通过挂号信的方式通知买方取消交易，该取消交易将于买方受到通知之日起生效。

5. The Seller is entitled to require security for payment, at his own discretion and to his satisfaction. If the Seller has serious doubts about the solvency of the Buyer, or if the Buyer does not provide satisfactory security, the Seller is entitled:

买方有权自主决定并按另其自身满意的方式要求提供支付的保证。若卖方对买方的偿债能力，或若买方未提供令其满意的保证，则卖方有权：

- (a) to suspend any further deliveries to the Buyer, either under the same contract or under any other contracts ;

中止向买方的任何将来的交付，无论是在同一合同项下还是在任何其他合同项下；

- (b) to take, with regard to the goods already shipped, any measures required to prevent the goods from coming into the possession of the Buyer and to secure the Seller's rights.

对已经装船的货物采取任何必要的措施以阻止货物被买方占有并保证卖方的权利。

7. Retention of Title

所有权保留

1. The delivered goods shall remain the Seller's property until the invoice is fully paid or until the cheque for payment or the bill of exchange, issued in payment of the invoice, is cashed. The same applies in case of partial deliveries and partial payments.

交付货物的所有权应为卖方所保留直至发票完全支付或直至支付支票或为支付发票出具的汇票被承兑之日。本条在部分交付和部分支付的情况亦适用。

2. Notwithstanding the above, the risks of goods sold pass to the Buyer at the time of delivery.

尽管有上述规定，所售货物的风险自交付之日起转移给买方。

3. As far as possible under the applicable law, the retention of title also applies for delivered goods that are transferred to third parties.

在适用法律允许的最大程度，所有权保留也适用于交付货物转让给第三方的情况。

If according to the law, the retention of title disappears with the transfer of the goods to third parties, the Buyer shall, at the simple request of the Seller, transmit to the Seller all claims which the Buyer has on the acquirer of the goods.

若根据法律规定，所有权保留规定与货物转让给第三方时失效，则在卖方的简单要求下，买方应向卖方转移其对于货物购买方的所有请求权。

The Seller commits himself not to collect these claims to the extent that the Buyer correctly meets his commitment to pay.

卖方承诺在买方按规定正确履行其支付义务的前提下，卖方将不会要求上述请求权。

4. As far as possible under the applicable law, the retention of title also applies for delivered goods which are transformed into other goods.

在适用法律允许的最大程度，所有权保留条款也适用于转变为其他物品的交付货物。

The transformation of the goods, to which the retention of title applies, is carried out for the account of the Seller.

所有权保留条款所适用的货物的转变，该等转变的货物是为卖方之目的而转变。

If the goods with retention of title are transformed with other goods not belonging to the Seller, the Seller acquires the co-ownership of the new goods in the proportion of his share in the goods with retention of title, calculated on the total value of the new goods.

若保留所有权的货物被转变为其他不属于卖方的物品，卖方取得对该等新物品与其保留所有权部分的价值相对应比例的共有所有权，该等比例的计算以新物品的总价值为基础。

8. Jurisdiction and Applicable Law

管辖与准据法

1. When the registered offices of the Seller and the Buyer are located in different countries, all disputes shall be finally settled by the competent courts which have the defendant party's registered office under their jurisdiction.

若买方和卖方的注册地址位于不同国家，所有的争议将由被告方注册地址所在国拥有管辖权的相应法庭管辖。

2. When the registered offices of the Seller and the Buyer are located in the same country, then all disputes shall be settled by the competent courts of the Seller's registered office.

若买方和卖方的注册地位于同一个国家，则所有的争议将由卖方注册地址拥有管辖权的相应法庭管辖。

3. All sales are governed by the law of the country of the Seller's registered office, with the exception, however, of the issues mentioned in Articles 5.4 and 7, which are governed by the law of the place of the registered office of the Buyer.

所有的交易由卖方注册地所在国家法律管辖，但本附件第 5.4 条及第 7 条规定的情形由买方注册地所在国家法律管辖。

The Convention of Vienna relating to International Sales (1980) is not applicable.

维也纳国际货物销售合同公约（1980）不适用。
