



## Terms and Conditions of Sale

### 销售条款和条件

1. **Definitions:** "BUYER" means the individual, partnership, firm or corporation to which this order confirmation is addressed. "SELLER" means Mold-Masters Co., Ltd.. "Product" means any service, drawing, component, equipment or system manufactured or supplied by SELLER hereunder.

定义：“买方”是指处理订单确认的个人、合作伙伴、企业或其他组织；“卖方”是指马斯特模具有限公司。“产品”是指在此由卖方生产或提供的任何服务、图纸、零件、设备或系统。

2. **Entire Agreement:** The order confirmation of which these terms and conditions are a material part constitutes the entire agreement between BUYER and SELLER and supersedes and shall prevail over any oral undertakings, earlier terms or conditions, statements in catalogues or elsewhere, any terms and conditions issued by BUYER in any purchase order or otherwise and any terms implied by statute. Any trade custom, usage or course of dealing shall not vary any term or condition used herein. Issuance of SELLER's order confirmation quoting BUYER's order reference or number shall constitute evidence of the sales contract between the parties and BUYER's acceptance thereof.

完整协议：订单确认中的这些条款和条件是构成买方和卖方达成的完整协议的不可分割的组成部分，取代且其效力应优先于任何口头承诺、在此之前的条款和条件、目录手册及其他处的声明、由买方签发的任何采购订单及其他处的任何条款和条件、以及成文法的任何默示条款。任何贸易惯例、交易习惯或惯例不得变更本条款和条件。卖方在订单确认中引用买方的订单参考或号码，该订单确认的签发应当构成双方销售合同依据以及卖方的接受证明。

3. **Changes:** BUYER's request for any changes to this contract must be in writing. Changes may result in delays and changes in contract price and will be binding on SELLER only when confirmed in writing duly signed by an officer of SELLER.

变更：买方对本协议的任何变更要求必须以书面方式提出。只有在一名卖方代表正式签署认可的情况下，变更可能导致延期以及合同价格变化，并对卖方形成约束。

4. **Cancellation:** This order may not be canceled by BUYER in whole or in part except with SELLER's written consent and upon payment by BUYER of all costs incurred by SELLER (at SELLER's then standard shop rate) plus a cancellation charge of fifteen (15%) percent of the total value of the contract.

SELLER may, in addition to other rights and remedies, cancel or suspend deliveries under this order and any or every other contract with BUYER, in whole or in part, if (a) any debt due and payable by BUYER to SELLER is unpaid; (b) BUYER has wrongfully failed to take delivery of Product under this order or any other contract with SELLER; or (c) BUYER becomes insolvent, has a receiver appointed, passes a resolution for winding-up,



makes a composition or arrangement with creditors or has a receiving order made against it.

取消：除非取得卖方书面同意，并且由买方向卖方支付卖方产生的所有成本(根据当时卖方的标准毛利润)以及金额为合同总价的百分之十五(15%)的取消费用，否则买方不可全部或部分取消该订单。

如果发生以下情况：(a)买方未向卖方支付到期债务以及应付款项；(b)买方未能恰当地提取该订单或者其他任何与卖方签署的合同中的产品；(c)买方破产、被指定接管人、决定停业、和债权人达成和解协议或是被颁发接管令。则卖方在上述情况下，除享有其他权利和补偿以外，可以全部或部分取消或推迟该订单、以及所有其他与买方签署的合同的货物交付。

5. **Pricing and Terms:** All prices stated herein are in U.S. or CNY funds. Payment is due in accordance with any applicable progress, advance or other agreed upon payment schedule or, if no such schedule has been agreed to, upon acceptance as specified in paragraph 7 but in no event later than thirty (30) days after date of invoice. If BUYER's financial condition changes adversely, in our judgment, SELLER may cease delivery or production hereunder until satisfactory financial arrangements are made. Interest at the lesser of eighteen (18%) percent per annum calculated and payable monthly or at the lawful maximum rate under applicable laws shall be paid by BUYER of overdue accounts.

定价和条款：此处所提及的价格是以美金或人民币为计价货币。付款按照任何可适用的进度，提前或根据协定的付款程序进行；如没有协定的付款程序，则按照第7节说明的验收条款执行，但决不迟于收到发票之日起三十(30)天。根据我们的判断，如果买方的财务状况出现不良变化，卖方可以就此停止货物交付或生产，直至达成令人满意的财务协议。买方需就逾期贷款向卖方支付利息，利息按照年利率百分之十八(18%)，按月支付，或者适用法律允许的最大利率进行计算，以较低者为准。

6. **Delivery, Risk of Loss, Title:** Any date, period or rate of delivery stated in this order confirmation shall date from receipt by SELLER of BUYER's written confirmation, shall be subject to receipt of all necessary instructions, licenses, letters of credit, deposit payments and other requirements to be performed by BUYER and is intended by SELLER and acknowledged by BUYER as an estimate only, not giving rise to contractual obligation. Delivery may be delayed at any time due to causes beyond SELLER's control and SELLER reserves the right to effect partial shipments, each of which shall be deemed to be sold under a separate contract and no failure of or delay in delivery of any Product therein shall entitle BUYER to treat this contract as repudiation with respect to remaining Product. Shipment from SELLER at which time title passes to the BUYER and the risk of loss shall be borne by the BUYER. BUYER shall insure product against loss or damage by theft, fire, water or other casualty. SELLER may file a copy of this agreement and/or separate financing statements or notices of liens, which BUYER agrees to execute upon SELLER's request.

货物交付、灭失风险、所有权：在订单确认中规定的任何日期、期限、交货速率应从卖方收到买方的书面确认后之日开始计算，且应在收到所有的必要说明、执照、信用证、定金支付以及其他买方需要执行的项目之后，上述事项按照卖方意愿提出并由买方承认且执行，仅作为评估且并不引起合同义务。



任何时候，由于卖方不可控制的原因可能会造成延期交货，卖方保留分批装运的权利；其中每一批装运都应被视为在一个独立合同下的销售，且未能履行交付或者延期交付(该独立)合同中的任何产品不应赋予买方将本合同的剩余产品视作卖方拒绝履行义务的权利。货物出厂应构成货物交付至买方，与此同时所有权移交给买方，且毁损灭失风险应由买方承担。买方应确保产品不会因被盗窃、火灾、水灾或其他意外事故而造成丢失或损毁。卖方可以对一份该协议和/或单独的财务报表或留置权通知进行存档，买方同意上述文件的执行。

7. **Acceptance of Product:** Claims relating to quantity, loss of or damage to Product must be made by BUYER within, and will not be accepted by SELLER after fourteen (14) days following the later of delivery of Product to BUYER or any demonstration or acceptance test therefor which has been scheduled and confirmed in writing by SELLER.

产品验收：涉及数量，产品丢失或损毁的索赔必须由买方提出，于最后一次将产品交货送达至买方或任何由预期安排且由卖方书面确认的说明、验收测试之日起 14 天以内提出索赔，逾期将不予被卖方受理。

8. **Drawings, Designs and Interface:** Any mold drawings submitted by BUYER to SELLER shall be used by SELLER solely to determine the Product to be recommended and/or provided. SELLER shall have no responsibility for checking correctness of mold design or construction nor the interfacing of Product to BUYER's mold, which must all be determined and approved by BUYER's engineers.

图纸、设计以及接口：任何由买方提交给卖方的图纸应仅为帮助卖方确定推荐和/或提供产品所用。卖方不对以下必须由买方工程师决定和批准的事项负责：检查卖方模具设计的正确性及结构；检查产品至买方模具的连接。

9. **Improvements:** SELLER reserves the right to implement design changes to Product that do not change its specifications, without notice to BUYER, and to provide such changed Product in fulfillment of BUYER's order.

改进：卖方保留对产品进行设计修改的权利，此处所指的修改在没有通知买方的情况下，不会改变产品的规格，卖方可以提供这些已变更的产品来履行买方的订单。

10. **Fitness For Use:** SELLER makes no warranty with respect to the overall design requirements, fitment or performance of any system in which Product may be used.

适用性：卖方不对整体设计需求、任何使用该产品的系统的适配性和表现能力做出保证。

11. **Warranty:** SELLER warrants that BUYER, upon shipment from SELLER, shall acquire good and clear title to Product, free and clear if all liens and encumbrances created by SELLER.

SELLER further warrants Product to be free from defects in workmanship and material under normal use



and service, for the warranty periods date of invoice to BUYER. SELLER's entire liability under this warranty is to repair or replace, either at the BUYER's plant or FOB SELLER's plant, as determined by SELLER, free of charge any Product which is found during the said warranty period by SELLER's inspection to be defective in workmanship or material, provided BUYER promptly notifies SELLER of any alleged defect in the Product, and delivers the defective Product upon request by the SELLER to the SELLER's plant at BUYER's expense. Product shall not be returned to SELLER for warranty evaluation without prior issuance of an authorization number by SELLER and SELLER shall not be liable for repair work done or costs incurred by BUYER. The BUYER shall, without any costs, provide the SELLER the time and opportunity necessary to carry out subsequent improvement or replacement of goods and shall provide any necessary assistance free of charge. This warranty shall not be assignable and all claims hereunder must be by BUYER as the original purchaser of the Product.

The warranty terms will not apply where the BUYER has failed to provide the installation and operating environment prescribed by SELLER, BUYER has used Product for purposes other than those for which it was designed or damage has resulted from wear and tear, abnormal corrosive or abrasive conditions in use, modification or alteration of Product other than by SELLER, accident, disaster (including but not limited to fire, flood, electrical supply irregularities, water, wind and lightning), neglect or misuse.

The valve pin warranty is valid for the valve pins only and applies only after the cavity interface tool steel and gate detail inspection results have been approved by the SELLER. The BUYER is responsible for any rework to the mating components in the tool.

The above warranties are exclusive and in lieu of all other warranties or conditions, expressed or implied, but not limited to, the implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade. No affirmation of fact or promise made by seller, unless contained in the sales confirmation, shall constitute a warranty that the product will conform to the affirmation or promise. The sales personnel are not authorized to make warranties about this product.

The buyer, in consideration of warranties granted herein, hereby to the fullest extent permitted by law, waives any and all other express or implied warranties.

Seller's liability hereunder (whether based on contract, negligence, strict liability tort or otherwise) does not include liability for any other expense, injury, loss or damage, whether direct, special, incidental or consequential including but not limited to loss of profits or production, increased cost of operation, spoilage of material arising in connection with the use of or inability to use product for any purpose, damage or loss of other property or equipment, injury to persons or claims of customers of the buyer; except as otherwise expressly provided herein, with respect to replacement and repairs, shall not exceed the invoiced price for the product upon which such liability is based

保证：卖方在货物出厂后，即认为买方获得该产品的有效且完整的所有权，不存在任何由卖方设定的



留置权和担保权益权。

此外，卖方保证产品在正常使用和维护的情况下，在质保期间内(从发票开具至买方之日起计算)，不会产生工艺以及材料上的缺陷。卖方在本保证中的全部责任是指由卖方决定在买方工厂或托运至卖方工厂，免费维修或替换任何在上述质保期内、经由卖方检查存在工艺或材料缺陷且的产品，如果发现任何存在于产品中可能的缺陷，买方立即通知卖方，并将有缺陷的产品根据卖方要求送至卖方工厂，费用由买方承担。在未预先获得卖方发放的授权号之前，产品不得退回至卖方处进行质保评估；并且卖方不承担完成维修的义务以及由买方产生的成本。买方应不收取任何费用地为卖方提供必要的时间和机会，以进行后续的货物改善或替换，并应免费提供任何协助。该保证不得转让，且在此的所有索赔必须由买方作为该产品的原始购买者。

质保条款并不适用于以下情况：买方未能提供卖方规定的安装和使用环境；买方将产品用于其设计用途之外的目的；因磨损造成的损毁；在非正常的腐蚀或磨蚀条件下使用；并非由卖方实施的产品修改或变更；意外；灾害（包括但不限于火灾、洪水、非正常供电、水灾、风灾和雷击）；疏忽或滥用。

阀针质保条款仅对阀针有效，且仅适用于卖方对模芯接口的模具钢和浇口细节的检验结果进行确认后。买方有责任进行返工，以确保组件能够配合模具。

上述保证条款具有排他性，并替代其他所有保证条款或条件，无论明示或默示，且不限于对产品的适销性和特定用途的适用性、按照制定法或其他法律法规所形成的、来自于交易习惯或商业惯例相关的默示保证和条件。除非在销售确认中提及，否则卖方对事实所做出的主张和承诺均不构成产品将遵循该主张或承诺的保证。销售人员未被授权对该产品做出保证。

鉴于此处做出的保证，买方在法律容许的最大范围内，放弃任何以及所有其他明示或默示的保证。

在此，卖方的责任(无论是基于合同规定、疏忽、严格责任侵权或其他原因)不包含其他任何直接、特定、偶然或间接造成的费用、伤害、灭失或损毁(包括但不限于因任何目的使用产品或无法使用产品而引起的产品或盈利的损失、运营成本增加、材料腐蚀，其他财产或设备的损毁或灭失、人身伤害或买方客户的索赔)；除另行明确规定外，替换和维修的金额不得超过该产品的发票价格。

12. **Patents:** SELLER shall defend any suit or proceeding against BUYER claiming that Product made to SELLER's designs constitutes an infringement of any patent, provided that SELLER is notified of such suit in writing within fourteen (14) days and given full and complete authority, information and assistance by BUYER (at SELLER's expense) for the defence of same.

BUYER shall not admit liability, make any voluntary settlement or incur any cost or expense in connection with such proceeding without SELLER's written consent or do anything to prejudice SELLER's rights. If Product is, in such a suit, held to constitute an infringement and its use is enjoined, SELLER shall, at its own expense, either procure for BUYER the right to continue using such Product, modify it to become non-infringing, or remove the Product and grant a credit therefor in an amount equal to its depreciated



value, as determined by SELLER, acting reasonably. The foregoing states the entire liability and responsibility of SELLER to the BUYER for patent infringement of the Product. The SELLER shall not be responsible for any consequential damages resulting therefrom.

SELLER shall have no liability to BUYER hereunder for a patent infringement claim based upon interconnection or use of the Product in combination with equipment or devices not made by SELLER, use in any manner for which the Product was not designed or recommended by SELLER or Product furnished pursuant to BUYER's design and specifications.

BUYER shall defend, at its expense, any suit against SELLER for alleged patent infringement arising out of such use or supply of Product and indemnify and hold SELLER harmless from and against any and all damages, costs and attorney's fees resulting therefrom.

专利：任何对买方提起的诉讼或者起诉索赔因卖方设计的产品而构成的专利侵权，卖方都应为其采取辩护，前提是卖方在十四(14)天内收到书面诉讼通知，并且被赋予充分且完整的权力、信息以及得到买方的协助(费用由卖方承担)，以就上述内容进行辩护。

在未获得卖方书面同意的情况下，买方不得就此诉讼承认法律责任、自行和解、产生任何其他成本和费用、或作出任何损害卖方权利的事情。如果该产品在该诉讼中被坚持构成侵权且被责令禁用，卖方应当确保买方有权继续使用该产品，将其修正为非侵权产品；或撤除该产品并给予与该产品折余价值等值的额度。上述两种方式由卖方决定选择合理的一种执行，并承担相应费用。上述事项陈述了卖方向买方承担的产品侵权所有的责任和赔偿责任。同时卖方不应承担由此造成的任何间接损害。

发生针对以下情况的专利侵权索赔时，卖方不对买方承担任何责任：将卖方产品与非卖方制造的设备或仪器进行互连或结合使用；以非该产品设计或卖方推荐的任何方式使用该产品；根据买方设计和规格要求装配的产品。

任何对卖方提起因使用或供应该产品而引起的涉嫌侵犯专利的诉讼，买方都应为其进行辩护并承担相关费用，同时保障及使卖方免于任何由此造成的损毁、成本及律师费用。

13. **Force Majeure:** If either party is delayed or hindered in or prevented from performing any of its obligations under this confirmation by reason of or attributable to any circumstance (other than financial liability) which is beyond the reasonable control of such party, is not caused by any default or act of commission or omission of such party and is not avoidable by the exercise of reasonable effort or foresight by such party (excluding financial inability but including, without limiting the foregoing, strikes or labour or industrial disturbances, acts, orders, legislation, regulations or directives of any governmental or public authorities, acts of public enemies, war, riots, sabotage, blockages, embargoes, shortages of materials or suppliers, shortages of labour, lightning, earthquakes, fire, storms, hurricanes, floods, wash-outs, explosions, act of God and delays caused by any other party), it shall be under no liability to the other in respect of resulting non-performance of such obligation and the time for performing same shall be extended until the



operation of the causes preventing, hindering or delaying the performance thereof has ceased.

不可抗力：如果是因为或可归因于超出任何一方所能合理控制的事件(不包括金融负债)造成的，或是在这一方合理的努力或预见下不可避免的(不包括资金不足，但包括且不限于上述事项，罢工、劳工问题，行业争议，任何政府或公共当局的行为、命令、立法、条例规定以及指令，公敌行为，战争，暴乱，破坏，禁运，材料或供应短缺，劳动力短缺，雷击，地震，火灾，风暴，飓风，洪水，水流冲洗，爆炸，天灾以及任何第三方造成的延迟)，而不是由于任何违约、或这一方任何作为及不作为，从而导致这一方延误、妨碍或阻止其履行该确认下的义务，则该方对此造成的违约无需承担任何责任，同时履行该义务的时间因被延长，直至导致上述延误、妨碍或阻止义务履行的原因终止运作。

14. **Assignment:** This contract is not assignable by BUYER without prior written consent of SELLER. Any attempt to assign any of the rights, duties or obligation of BUYER hereunder shall result in the forfeiture of such rights but duties and obligations hereunder shall continue to bind the BUYER and the assignee.

转让：未在预先取得卖方书面同意的情况下，买方不可转让此合同。在此情况下，任何买方尝试转让其任何权利、职责和义务应导致买方丧失该权利，但仍应保留在此情况下的职责和义务以继续约束买方和受让人。

15. **Amendments:** This agreement can only be modified by written agreement duly signed by persons authorized to sign agreement on behalf of the SELLER.

修正：该协议仅通过卖方人员正式签署书面协定方能修改，该卖方人员是经卖方授权代表卖方签署该协议的。

16. **Legal Action:** Any action for breach of this contract must be commenced within two (2) years after the cause of the action has been accrued.

法律诉讼：因违反此合同而产生的所有诉讼，必须在诉讼原因发生之日起二(2)年内被提起。

17. **Governing Law:** This agreement and any disputes arising out of or in any way related to this agreement will be governed by The People's Court of Kunshan City. The BUYER agrees that any and all process directed to it in any such litigation may be served upon it outside of Kunshan City shall be governed by The People's Court of Kunshan City.

适用法律：本协议、以及由本协议引起或和本协议相关的任何纠纷由昆山市人民法院管辖。

买方同意：任何这类起诉中的任何及所有指向买方的程序，根据其情况，可能会被传令至昆山市范围以外，但是应由昆山市人民法院管辖。

18. **Validity:** The invalidity or unenforceability in any jurisdiction of all or any part of these terms and conditions shall only result in their being unenforceable as to such jurisdiction without affecting the validity or



enforceability of the remainder of such terms in such jurisdiction or the validity of any of these terms and conditions in any other jurisdiction.

有效性：本条款和条件的全部条款或任何部分在任一司法管辖权内无效或不可执行，应仅指在该司法管辖权下的不可执行，本条款和条件的剩余部分在该司法管辖权下、以及本条款和条件在其他任何司法管辖权下的有效性和可执行性不受影响。

19. **Language:** These Terms and Conditions are in both English and Chinese versions. If there is any conflicts between the two versions, the Chinese version shall prevail.

语言：本条款和条件有中文和英文两种文字版本，若两个文字版本之中存在任何冲突，则以中文版本为准。