

TERMS OF SALE OF CLEAR EDGE FILTRATION (SUZHOU) CO. LTD (“the Seller”)

卡锐过滤（苏州）有限公司（“卖方”）销售条款

Precedence 优先级

<p>1. These terms will apply to all contracts involving the supply of goods by the Seller to the Buyer or made with any other persons and/or agents at the Buyer’s request and supersedes all previous agreements, understandings, negotiations and communications on that subject matter.</p>	<p>1. 本条款适用于所有涉及卖方向买方供应货物的合同，或应买方要求，由买方与任何其他人和/或代理人订立的合同，并取代所有先前关于货物供应达成的协议、谅解、协商和沟通。</p>
<p>2. If there is any inconsistency between these terms and any order submitted by the Buyer or any other arrangement between the parties, these terms will prevail unless otherwise expressly agreed to in writing by the Seller.</p>	<p>2. 如果本条款与买方提交的任何订单或双方之间的任何其他安排有任何不一致之处，将以本条款为准，除非卖方以书面形式明确表示反对。</p>
<p>3. Where the Buyer issues a subsequent purchase order or other documentation with additional terms and conditions, the Buyer’s additional terms and conditions will not be applicable to the sale of the goods unless the Buyer’s terms and conditions have been expressly agreed to in writing by the Seller. The supply of goods as required by the Buyer’s purchase order will not be deemed to be an acceptance on the part of the Seller to supply the goods on the Buyer’s terms and conditions.</p>	<p>3. 如果买方随后下达带有附加条款和条件的采购订单或其他文件，则买方的附加条款和条件将不适用于货物销售，除非卖方明确书面同意买方的条款和条件。买方采购订单提出的货物供应要求不代表卖方接受按照买方的条款和条件供应货物。</p>

Price 价格

<p>4. Any estimate or quoted price does not include any sales tax and other taxes and duties which may be applicable. Where the delivery term is ex works, and the Buyer requires insurance or freight and such, the costs involved in providing insurance, freight and such amounts will be paid by the Buyer in addition to the price.</p>	<p>4. 任何费用预估或报价不包括销售税和其他可能适用的税项和关税。如果交货方式为工厂交货，且买方要求购买保险或运费等，则除货款外，买方还须支付保险费、运费等相关费用。</p>
<p>5. The Seller may also charge the Buyer where specifications, scoping or rework results in additional cost, work and or liability for the Seller or the Buyer alters the specifications after the date of the order confirmation by the Seller.</p>	<p>5. 如果货物规格、供货范围或货物返工给卖方带来额外费用，加大了卖方的工作量和/或承担的责任，或者买方在卖方确认订单之日后变更货物规格，则卖方有权向买方收取费用。</p>
<p>6. The Buyer is bound to pay the price current at the time of order confirmation by the Seller.</p>	<p>6. 卖方确认订单后，买方必须按照货物的现行价格向卖方支付货款。</p>

Payment 付款

7. Making payment of invoices on time is required to supply the goods to the Buyer.	7. 卖方向买方供应货物的前提条件是买方按时支付发票价格。
8. Where goods are supplied by the Seller on credit and no alternative payment terms have been agreed to by the Seller in writing, payment is due in full 30 calendar days from date of invoice. If an Event of Default occurs (as defined in clause 33), payment is due immediately.	8. 如果货物是由卖方以赊销方式供应给买方，并且卖方没有书面同意其他付款条件，则买方须自发票开出之日起30个日历天内付款。如果发生违约事件（其定义参见第33条），买方须立即付款。
9. The Buyer may not withhold payment or make any deductions from any amount owing without the Seller's prior written consent.	9. 未经卖方事先书面同意，买方不得扣留货款或用欠款抵扣货款。

Delivery 交货

10. Delivery will be as per the delivery terms as confirmed by the Seller's order confirmation.	10. 交货将按照卖方订单确认书所确认的交货条款进行。
11. The Buyer shall inspect the goods forthwith on delivery. No claim for short or wrongful delivery, non-conformity with specification or other breach of contract will be valid or entertained by the Seller unless received in writing by the Seller within 14 days after date of delivery.	11. 买方应在交货时立即检验货物。卖方只有在交货日期后14天内收到买方提交的书面索赔，才会受理买方因卖方交货不足、交货出错、货物不符合规格或其它违约行为而提出的索赔，逾期将不再受理。
12. No goods shall be returned without the express written approval of the Seller. Goods specially made to the Buyer's specific requirements are not returnable. Where the Seller authorises the return of any goods, any freight or carriage costs shall be for the account of the Buyer.	12. 未经卖方明确书面批准，买方不得退货。按买方特定的要求定制的货物不可退货。如果卖方授权退货，则产生的任何货运费用将由买方承担。
13. The Seller may deliver the goods by instalments where practical.	13. 在可行的情况下，卖方可以分批交货。
14. Any time stated for delivery of the goods is a reasonable estimate only. The Seller is not liable for any delay in delivery or non-delivery of the goods caused by any factor beyond the Seller's reasonable control.	14. 采购订单中规定的交货时间只是一个合理的预估时间。卖方对因超出其合理控制范围的任何因素造成的交货延迟或未交货不承担任何责任。
15. If the Seller fails to deliver the goods or makes defective delivery of part of the goods, the Buyer is not entitled to cancel the contract but will provide the Seller with 14 days' notice to rectify the delivery or defective workmanship.	15. 如果卖方未能交付货物或部分货物交付有缺陷，则买方无权解除合同，但可以提前14天通知卖方交货，或者由卖方纠正有缺陷的工艺。
16. Any time stated for delivery of the goods is a reasonable estimate only. The Seller is not liable for any delay in delivery or non-delivery of the goods caused by any factor beyond the Seller's reasonable control.	16. 采购订单中规定的交货时间只是一个合理的预估时间。卖方对因超出其合理控制范围的任何因素造成的交货延迟或未交货不承担任何责任。
17. In addition to the Buyer's obligation to accept delivery of and pay for the quantity of goods ordered, the Seller may also in its	17. 除买方有义务接受交货并支付订购货物的货款外，卖方也可酌情要求买方允许订购

discretion require the Buyer to accept delivery of and pay for +/- 10% of the quantity of rolled goods ordered and delivered.	和交付的成卷货物数量误差在±10%以内，并支付货款。
18. If the Buyer refuses to accept delivery of any of the goods, the Seller may charge the Buyer for any additional costs incurred as a result, including storage and transportation costs.	18. 如果买方拒绝接受货物，卖方可以向买方收取因买方拒绝接受货物而产生的额外费用，包括仓储和运输费用。

Risk 风险

19. The risk of any loss, damage to or deterioration of the goods passes to the Buyer upon delivery as per the delivery terms set out on the Seller's order confirmation.	19. 根据卖方订单确认书中规定的交货条件，货物灭失、损坏或变质的风险在交货时将转移给买方。
20. The Buyer will insure the goods for their full replacement value for the benefit of the Seller until ownership of the goods has passed to the Buyer.	20. 买方将出于卖方利益考虑为货物的全部重置价值投保，直到货物所有权转移给买方。

Ownership 所有权

21. Ownership of the goods remains with the Seller and does not pass to the Buyer until the Buyer pays the full amount owing for the goods and any other moneys owing by the Buyer to the Seller.	21. 在买方支付货物的全部欠款和买方欠卖方的任何其他款项之前，货物的所有权仍然属于卖方，不会转移给买方。
22. While ownership of the goods remains with the Seller:	22. 虽然货物的所有权仍然属于卖方，但：
22.1 The Buyer must store the goods in accordance with the Seller storage specifications, in its original packaging, away from direct sunlight, properly segregated and stored in-doors and clearly identify them as belonging to the Seller.	22.1 买方必须按照卖方的储存规范将货物储存在其原始包装中，远离阳光直射，适当隔离并存放在室内，并清楚地将货物标识为“归卖方所有”。
22.2 The Seller authorises the Buyer in the ordinary course of business to use the goods or to sell them but only where the Buyer is an approved Seller's agent. This authority is revoked from the time that an Event of Default occurs or the Seller notifies the Buyer in writing that this authority is revoked.	22.2 卖方授权买方在正常业务过程中使用货物或出售货物，但仅限于买方是经认可的卖方代理人的情况。该授权自买方出现违约或卖方书面通知买方该授权被撤销之时起撤销。
22.3 If the Buyer has not paid in full for any goods by the due date, the Seller or its agents may enter the premises where any goods are stored and remove them. The Seller shall not be responsible for any damage caused in entering and removing the goods. The Buyer is liable for all costs incurred	22.3 如果买方在到期付款日之前没有全额支付货款，则卖方或其代理人可以进入存放货物的场所并将货物移走。卖方对货物进出储存区域时造成的任何损坏概不负责。买方须负责卖方在装卸货物时发生的所有费用。在实际可行的情况下，卖方可以转售货物，并

<p>by the Seller in entering and removing the goods. The Seller may resell, where practical, any of the goods and apply the proceeds in reduction of the debt owed by the Buyer to the Seller.</p>	<p>将所得款项用于抵扣买方欠卖方的债务。</p>
<p>23. If the Buyer resells or uses the goods before ownership of the goods has passed to the Buyer, the proceeds of such sale or use shall be received and held by the Buyer in trust for the Seller in such portion of the proceeds that does not exceed the Buyer's indebtedness to the Seller. The Seller may at any time by notice in writing require the Buyer to pay to the Seller the proceeds of the sale or of the use of the goods already received and/or used by the Buyer.</p>	<p>23. 如果买方在货物所有权转移给买方之前转售或使用货物，则出售或使用货物的收益应由买方为卖方代为收取和持有，但该收益不得超过买方欠卖方的款项。卖方可以在任何时候向买方发出书面通知，要求买方支付销售或使用买方已收到和/或使用的货物所得的收益。</p>
<p>24. The Seller reserves the right to audit the Buyer's records to determine that all payments received and made has been done in a correct and timely manner.</p>	<p>24. 卖方保留审核买方记录的权利，以确认买方出售或使用货物所得的收益是否按照规定及时支付给卖方。</p>

Warranty 保修

<p>25. Subject to compliance by the Buyer to the Seller's Storage Specifications, the maximum defects correction period will be twelve (12) month's from the date of delivery of the goods in accordance with the delivery terms as set out in the Seller's order confirmation.</p>	<p>25. 根据卖方订单确认书中所列的交货条件，在买方遵守卖方储存规范的前提下，货物的最长缺陷纠正期为自货物交付之日起十二（12）个月。</p>
<p>26. For purposes of these terms, "defect" or "defective" means any defective aspect of the goods not in accordance with these terms, or any damage, deficiency, fault in workmanship of the goods directly caused by the Seller. Defective does not mean inadequacy in design, performance or any intended purpose not agreed to expressly in writing by the Seller or failure by the Buyer to comply with the Seller's Storage Specifications.</p>	<p>26. 就本条款而言，“缺陷”或“有缺陷”是指货物出现不符合本条款规定的瑕疵，或由卖方直接造成的货物损坏、缺陷、工艺缺陷。有缺陷并不意味着货物在设计、性能方面或卖方未以书面形式明确同意的任何预期用途方面存在不足，或买方未能遵守卖方的储存规范。</p>
<p>27. Save as set out in this clause, and in any written warranty provided by the Seller to the Buyer, the Seller gives no warranty in respect of the goods to which these terms apply and all conditions and warranties expressed or implied by statute, common law, equity, trade custom or usage or otherwise are explicitly excluded to the maximum extent that such exclusion is permitted by law.</p>	<p>27. 除本条款中规定的以及卖方向买方提供的任何书面保证外，卖方不对适用本条款的货物提供任何保证，并且在遵守法律的前提下，将法规、普通法、衡平法、贸易习惯或惯例或其他方式明示或默示的所有条件和保证明确排除在外。</p>

No Representations 无陈述

<p>28. The Seller, to the fullest extent permitted by law, accepts no liability for any claim by the Buyer or by any other person including any claim relating to or arising from any conditions, warranties or representations as to fitness or suitability for any purpose, merchantability or otherwise whether express or implied by law, trade custom or made by any agent or representative which are not expressly confirmed by the Seller in writing. The Buyer agrees to indemnify the Seller against any claim by any other person against the Seller.</p>	<p>28. 在遵守法律的前提下，未经卖方书面明确确认，卖方对买方或任何其他人士提出的索赔，包括与适用于任何目的、适销性或法律、贸易惯例或任何代理或代表明示或默示的其他方面的任何条件、保证或陈述有关或由此产生的任何索赔不承担任何责任。买方同意保护卖方免受任何其他人士针对卖方提出的任何索赔。</p>
<p>29. No statement description information or warranty condition or recommendation contained in any catalogue price list, advertisements or communication or made verbally by any of the agents or employees of the Seller shall be construed to enlarge vary or over-ride in any way, any of these conditions.</p>	<p>29. 任何目录、价格表、广告或通讯中所包含的声明、说明、信息或保证条件或建议，或由卖方的任何代理人或雇员口头作出的声明、说明、信息或保证条件或建议，均不得解释为以任何方式扩大、变更或取代本条件中的任何一项条款。</p>
<p>30. Nothing in these terms is intended to have the effect of contracting out of the provisions of any fair trading legislation or consumer guarantees legislation except to the maximum extent permitted by those legislations and these terms are to be modified to the extent necessary to give effect to that intention.</p>	<p>30. 本条款中的任何内容都无意将任何公平交易立法或消费者保障立法的条款排除在外，除非获得公平交易立法或消费者保障立法的允许，本条款应在必要的范围内加以修改以实现上述意图。</p>

Intellectual Property 知识产权

<p>31. The Buyer warrants that the use by the Seller of any designs or instructions supplied by the Buyer will not infringe the patents, trademarks, designs or copyright of any other person and the Buyer agrees to indemnify the Seller against any claim relating to or arising from the infringement of any such intellectual property of any other person.</p>	<p>31. 买方保证，卖方使用买方提供的任何设计或说明不会侵犯第三方的专利、商标、设计或版权，并且买方同意赔偿卖方因侵犯第三方的任何该等知识产权而引起的任何索赔。</p>
<p>32. The Buyer shall indemnify the Seller against all costs claims and damages incurred or threatened arising out of any alleged infringement of patents, trademarks or copyright occasioned by the manufacture or sale of the goods made to the specifications or special requirements of the Buyer.</p>	<p>32. 买方应赔偿卖方因制造或销售按买方规格或特殊要求制造的货物涉嫌侵犯专利、商标或版权而招致或可能招致的一切费用、索赔和损害。</p>
<p>33. The Buyer acknowledges and agrees that nothing in these terms grant the Buyer any Intellectual Property Rights or any rights in any Intellectual Property owned, licensed or paid for by the Seller.</p>	<p>33. 买方承认并同意，本条款中的任何条款均不授予买方任何知识产权，也不授予买方对卖方拥有、许可或购买的知识产权的任何权利。</p>

Default 违约

<p>34. If an Event of Default occurs, the amount owing for the goods shall immediately become due and payable notwithstanding that the due date for payment has not arisen.</p>	<p>34. 如果买方有违约行为，即使付款到期日尚未到来，买方也应立即支付尚未完成支付的货款。</p>
<p>35. If the Buyer does not pay to the Seller the price for the goods by the due date, the Seller may do one or more of the following:</p> <p>35.1 Suspend its performance of or cancel any contract between the Seller and the Buyer;</p> <p>35.2 Withdraw any previously agreed credit, discounts or special terms;</p> <p>35.3 Charge interest at the Interest Rate (as defined in clause 38) (plus sales tax or other taxes and/or duties) from the date on which payment became due until the date the Seller receives payment in full.</p>	<p>35. 如果买方未能在到期付款日前向卖方支付货款，卖方可采取以下一项或多项措施：</p> <p>35.1 中止履行或取消双方之间的任何合同；</p> <p>35.2 撤销任何先前商定的优惠、折扣或特殊条款；</p> <p>35.3 自付款到期之日起至卖方收到全额付款之日止，按利率（定义见第38条）（加上销售税或其他税费和/或关税）向买方收取利息。</p>
<p>36. For the purpose of these terms, an Event of Default means:</p> <p>36.1 The Buyer fails to pay the Seller for the goods by the due date; or</p> <p>36.2 The Buyer commits an act of bankruptcy; or</p> <p>36.3 If the Buyer is a company, the Buyer has resolved or the Buyer or any of its creditors has applied to liquidate the Buyer, the Buyer becomes insolvent or a receiver or manager is appointed in respect of any part of its assets or business; or</p> <p>36.4 The Seller has reasonable grounds for believing that any of the events described in this clause are about to occur.</p>	<p>36. 就本条款而言，违约事件是指：</p> <p>36.1 买方未能在付款到期日前向卖方支付货款；或者</p> <p>36.2 买方破产；或者</p> <p>36.3 如果买方是一家公司，买方已经议定或买方或其任何债权人已经申请清算，买方破产，或就其资产或任何业务任命了接管人或管理人；或者</p> <p>36.4 卖方有合理理由相信本条款所述的事件即将发生。</p>
<p>37. For the purpose of clause 36, “Interest Rate” means a rate per annum equal to 3% above that charged, or which would be charged, to the Seller by the Seller’s principal banker from time to time during the relevant period.</p>	<p>37. 就第36条而言，“利率”是指在有关期间内卖方的主要往来银行向卖方收取或将要向卖方收取的3%以上的利率。</p>

Force Majeure 不可抗力

<p>38. The Seller shall be entitled at its option to determine, delay or cancel delivery or reduce the amount delivered, notwithstanding anything to the contrary herein contained, and the Seller shall not be liable in or for any damages for any breach or non-observance of any of its obligations contained herein which results from or is caused by reason of or on account of any circumstances beyond its control, including (without prejudice to the generality of the foregoing) acts of god, natural hazards occurring outside human control, acts of the public enemies, revolution, rebellion, insurrection, military or usurped power, riots, civil commotions, strikes, lock outs or other industrial disputes or disturbances, confiscation, expropriation, requisition or transfer by or under the order of any government, public or local authority, or any inevitable accident, or any combination of these circumstances.</p>	<p>38. 即使本条款中没有相关明文规定，卖方也有权自行决定延迟或取消交货或减少交货量。卖方对因其无法控制的任何情况而违反或不遵守本条款不承担任何损害赔偿責任。（在不影响上述条款一般性的情况下）这些情况包括天灾、人类无法控制的自然灾害、公敌行为、革命、叛乱、暴动、军事或篡夺权力、暴乱、动乱、罢工、封锁或其他劳资纠纷或骚乱，或者任何政府、公共或地方当局下达没收、征收、征用或转让命令、或任何不可避免的事故，或上述情况的任何组合。</p>
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Limitation of Liability 责任限制

<p>39. Without limiting this clause, the Seller's liability to the Buyer or any other person under any claim shall not exceed the price of the goods or the cost of repairing or replacing the goods, whichever is the lesser.</p>	<p>39. 根据本条款的规定，卖方如遇到索赔，其对买方或任何其他人的责任不得超过货款或修理或更换货物的费用，以较低者为准。</p>
<p>40. The Seller shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its goods, either singly or in combination with other products. The Seller's sole liability for breach of warranty or any other claim shall be limited to repair or replacement of the goods or return of the purchase price, at the Seller's sole option.</p>	<p>40. 卖方对买方因单独或与其他产品一起使用其货物所招致的任何伤害或损害不承担责任、义务或赔偿责任。卖方对违反保证或任何其他索赔的唯一责任应限于修理或更换货物或退回货款，由卖方自行选择何种方式。</p>
<p>41. The Seller shall not be liable for damages, including but not limited to consequential, incidental, punitive, loss of profit, liquidated or special damages arising out of or in connection with the delivery, use or performance of the goods or arising out of acceptance of these terms.</p>	<p>41. 卖方不承担货物损害方面的赔偿责任，包括但不限于因交付、使用货物或因接受本条款而产生的后果性、附带性、惩罚性、利润损失、清算或特殊损害赔偿。</p>
<p>42. The Buyer shall indemnify the Seller against all liability, cost, or expense that may be sustained by the Seller because of any loss, damages and/or injury arising out of or in connection with the Buyer's use of the goods.</p>	<p>42. 买方须向卖方赔偿因买方使用货物引起的或与之有关的任何损失、损害和/或伤害而可能由卖方承担的所有责任、成本或费用。</p>

Confidentiality 保密

<p>43. The Buyer agrees that it may be given access to, or come into possession of, confidential information of the Seller which information may contain details about the employees, customers and suppliers, trade secrets, proprietary data, information regarding price sensitivity, market position, finances, operations, strategies, business plans, products, services, agreements and transactions, the Seller's intellectual property and/or other information that is specifically designated in writing as confidential of the Seller.</p>	<p>43. 买方同意接受卖方提供的机密信息，这些信息可能包括关于卖方雇员、客户和供应商的详细信息、商业秘密、专有数据、定价、市场地位、财务、运营、战略、商业计划、产品、服务、协议和交易信息、知识产权和/或其他被书面明确指定为属于卖方机密的信息。</p>
<p>44. Any drawings, illustrations, confidential information and specifications prepared by the Seller in reply to the Buyer remain the property of the Seller and must not be communicated to any third party without the Seller's previous written permission. The Buyer hereby undertakes that it shall not discuss any information contained herein with any third party without the prior written consent of the Seller. Any drawings and illustrations prepared in connection with the supply of the goods or contained in the Seller's price list, are not binding as to dimensions or details unless it is specifically stated on such drawings or illustrations that dimensions or details are binding.</p>	<p>44. 卖方为答复买方而准备的任何图纸、插图、机密信息和规范仍属于卖方财产，未经卖方事先书面许可，严禁买方将其传达给任何第三方。买方在此承诺，未经卖方事先书面同意，不会与任何第三方讨论本条款中包含的任何信息。任何与货物供应有关的图纸和插图或卖方价目表中所载的图纸和插图对尺寸或细节不具有约束力，除非在这些图纸或插图上明确说明尺寸或细节具有约束力。</p>
<p>45. Any confidential information of the Seller remains the property of the Seller and the Buyer may not make it public at any stage and will ensure that it will be kept confidential even after termination of the supply of the goods.</p>	<p>45. 卖方的任何机密信息仍然属于卖方的财产，买方在任何阶段都不得将其公开，并确保这些信息即使在货物供应终止后仍得到保密处理。</p>
<p>46. The Buyer may only disclose the Seller's confidential information as required by law. In the event where the Buyer is obligated to disclose any of the Seller's confidential information under this clause, the Buyer will immediately notify the Seller of the disclosure and the full extent of the confidential information disclosed.</p>	<p>46. 买方仅有权按照法律规定披露卖方的机密信息。如果买方有义务根据本条款披露卖方的机密信息，则买方须立即通知卖方将要披露信息，以及待披露的机密信息的全部范围。</p>
<p>47. In the event of a breach of the Buyer's confidentiality obligations, the Seller is entitled to will initiate, without delay legal action for damages plus an injunction against the Buyer, whether or not the Buyer directly or indirectly benefitted from the breach or not.</p>	<p>47. 如果买方违反保密义务，则卖方有权立即提起法律诉讼，要求买方支付违约金，并对买方发出禁令，无论买方是否直接或间接从违约行为中受益。</p>
<p>48. These confidentiality obligations continue to apply after these terms end and, if requested by the Seller, the Buyer must immediately must:</p>	<p>48. 上述保密义务在本条款结束后继续适用，如果卖方要求，买方必须立即：</p>

<p>48.1 return or destroy the Seller' s confidential information and delete any electronic copies saved on its computers; and</p>	<p>48.1 返还或销毁卖方的机密信息，并删除保存在其计算机上的任何电子副本；和</p>
<p>48.2 immediately provide the Seller with a written declaration to the effect that it has complied with its obligations under this clause.</p>	<p>48.2 立即向卖方提供一份书面声明，表明其已遵守本条款规定的义务。</p>

Storage Specifications 储存规范

<p>49. The goods must be stored in accordance with the Seller' s Storage Specification as set out below and as detailed in the Supplier' s order confirmation:</p>	<p>49. 货物必须按照如下所述的卖方储存规范储存，并在供应商的订单确认中详细说明：</p>
<p>49.1 The goods must be kept in its original sealed packaging, including any cardboard or wooden box packaging provided;</p>	<p>49.1 货物必须保存在其原始密封包装中，包括供应商提供的任何纸板或木箱包装；</p>
<p>49.2 Storage must be in a safe and secure environment, free from any exposure to external damage, contamination and/or exposure to rodents, pests and feral animals;</p>	<p>49.2 货物必须储存在安全可靠的环境中，不受任何外部损害和污染，和/或不会受到啮齿动物、害虫和野兽的破坏；</p>
<p>49.3 The goods must not be exposed to strong temperature and humidity fluctuations;</p>	<p>49.3 货物储存环境下的温度和湿度不得出现剧烈波动；</p>
<p>49.4 Ideal conditions for transportation are between +5°C and 30°C and 55%-60% relative humidity;</p>	<p>49.4 货物运输的理想条件是在+5°C至30°C之间，相对湿度为55%~60%；</p>
<p>49.5 Extreme temperature conditions must be avoided, either direct heat (exceeding 50°C) as goods may become softened or cold conditions (lower than 5°C) as the goods may become brittle and prone to flex fatigue;</p>	<p>49.5 必须避免极端的温度条件，货物不得直接受热（高于50°C），否则可能变软，也不得直接受冷（低于5°C），否则可能变脆，容易弯曲疲劳；</p>
<p>49.6 Ideal storage conditions are +23°C and 50% relative humidity (standard climate according to DIN EN ISO 139);</p>	<p>49.6 理想的储存条件是+23°C和50%的相对湿度（按DIN EN ISO 139标准气候确定）；</p>
<p>49.7 Once the goods are opened for installation, the goods must be installed in process quickly and the opened goods must not be exposed to the environment for excessive periods (e.g. exposure to the environment for longer than 8 hours);</p>	<p>49.7 货物一旦开箱安装，就必须快速安装，开箱后的货物不得长时间暴露在环境中（例如暴露在环境中超过8小时）；</p>
<p>49.8 The goods must not be subjected to sub-zero temperatures. Where the goods have been exposed to sub-zero temperatures, it should be brought back to ambient temperatures for at least one hour before use;</p>	<p>49.8 不得将货物置于0°C以下的温度。如果货物被置于0°C以下的温度，须在使用前将其恢复到环境温度至少一小时；</p>
<p>49.9 Avoid exposure to direct sunlight / UV light;</p>	<p>49.9 避免暴露在阳光直射/紫外线下；</p>

49.10	Avoid exposure to noxious gases and reducing agents;	49.10	避免接触有害气体和还原剂;
49.11	Avoid exposure to moisture;	49.11	避免接触湿气;
49.12	Care must be taken when using material handling equipment with internal combustion engines as the goods may be flammable.	49.12	由于货物可能易燃，因此使用安装有内燃机的物料搬运设备时必须小心。

Arbitration 仲裁

50.	The Parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or in relation to this these terms through negotiations between the senior management of each party with authority to settle the relevant dispute.	50.	双方将通过各自有权解决相关争议的高级管理层之间的谈判，真诚地解决由本条款引起或与本条款有关的任何争议、争端或索赔。
51.	If the dispute cannot be settled amicably within thirty (30) days from the date on which either party has served written notice on the other of the dispute then the matter will be referred to arbitration. Where a dispute cannot be settled amicably, all disputes arising out of or in connection with these terms and/or supply of the goods shall be submitted to the Chengdu Arbitration Commission (“CDA”) for arbitration which shall be conducted and finally settled in accordance with the CDA’s arbitration rules in effect at the time of applying for arbitration.	51.	如果在任何一方向另一方发出书面通知之日起三十（30）天内，争议仍无法友好解决，则须提交仲裁解决。如争议未能以友好方式解决，则所有因本条款和/或货物供应而产生或与之有关的争议均应提交至成都仲裁委员会（“CDA”）进行仲裁，并根据申请仲裁时成都仲裁委员会现行有效的仲裁规则进行及最终解决。
52.	All arbitration proceedings will be completed in English.	52.	仲裁程序使用的语言为英语。
53.	The arbitral award is final and binding upon both parties.	53.	仲裁裁决为终局裁决，对双方均有约束力。

Miscellaneous 其它规定

54.	The invalidity or unenforceability of any part or provision of these terms do not affect the enforceability of any other part or provision of these terms and the invalid or unenforceable part is severable.	54.	本条款任何部分或条款的无效或不可执行性不影响本条款任何其他部分或条款的可执行性，无效或不可执行的部分具有可分割性。
55.	In the event of a discrepancy or difference between the English and any translated version of these terms, the English version will prevail.	55.	如果本条款的英文版本和任何翻译版本之间存在差异，将以英文版本为准。
56.	Any changes and amendments to this terms or the terms of the supply of goods must be agreed to by both in writing and signed by each of the Parties.	56.	如需对本条款或货物供应条款进行变更和修改，必须经双方书面同意并由双方签字。
57.	If a party consists of one or more persons or an obligation applies to one or more persons, these terms bind them jointly and each of them severally.	57.	如果本条款的一方由一人或多人组成，或者本条款项下的一项义务适用于一人或多人，则本条款对他们具有共同约束力，且分别对其中每一个人具有约束力。
58.	The Parties submit to the exclusive jurisdiction of CDA and any courts that may hear appeals from CDA in respect of any	58.	双方接受成都仲裁委员会及相关法院的专属管辖，该等法院有权审理成都仲裁委员

proceedings in connection with these terms and/or the supply of the goods.	会就与本条款和/或货物供应相关的诉讼提出的上诉。
59. Subject to the provisions of clauses 50, 51, 52 and 53 (Arbitration) and clauses 54, 55 and 58 (Miscellaneous) and unless otherwise specified in these terms and conditions, the contract law from time to time in force in the People's Republic of China shall apply in respect of any proceedings in connection with these terms and/or the supply of the goods, including its formation, interpretation, operation, enforcement and discharge.	59. 根据第50、51、52和53条（仲裁）和第54、55和58条（其它规定）的规定，除非本条款和条件另有规定，否则中华人民共和国不时生效的合同法将适用于与本条款和/或货物供应相关的任何程序，包括其订立、解释、操作、执行和解除。