

Terms and Conditions 合同条款

Quotations, Order Acknowledgements, and Sales 报价, 订单确认和销售

Acceptance 接受

Acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions contained herein and the credit approval of Buyer by Seller.

接受买方的订单是基于清楚的买方同意的条款和由卖方批准的买方信用。

Cancellation 取消

Seller reserves the right to cancel or suspend all or any undelivered or unexecuted portion of the goods or services covered by this agreement without any liability whatsoever.

卖方保留取消或中止本协议中所有或任何未被送达或未被执行的产品或服务的权利, 并不承担任何责任。

Price 价格

If seller has included a price on the front hereof, such price shall control. Except, as may be otherwise noted herein, the price does not include any applicable federal, state or local taxes.

如果卖方在前面的规定里包含价格, 此价格应是受控的, 除非另有注明, 此价格不含任何联邦, 州或是本地税。

Changes 变更

No change in the terms of this agreement shall be binding upon seller unless in writing and signed by Seller.

未变更的本协议条款对双方具有约束力, 除非卖方以书面签署的方式变更。

Entire Agreement 完整合约

This agreement and any document referred to herein supersede all prior understanding, transactions and communications (oral or written) with respect to the matters covered herein and from the complete contract between Buyer and Seller.

此协议和任何被提交与此的文档取代之前所有包含在买卖双方之间达成的完整合同中的任何理解, 交易和沟通问题(口头或书面)。

Confidentiality 机密

Any knowledge or information concerning Seller's products, methods or manufacturing processes which Seller may disclose to Buyer incident to the production of goods or performance of services covered by this agreement shall, unless otherwise specifically agreed to in writing, be kept secret and confidential by Buyer and will not be divulged by Buyer to any third party or used by buyer otherwise than in connection with the goods or services covered herein. 在此协议中任何卖方透露给买方的有关产品或服务的涉及卖方产品, 方法或制造过程的知识或信息, 除非另有明确的书面同意, 否则买方必须保守机密, 不得泄露给任何第三方买方或使用者。

Payment 付款

Except as otherwise provided on the face hereof, payment shall be net 30 days, F.O.B., TREFFERT China factory.

除非另有规定, 付款应在规定的30天内, 以FOB形式付给中国坚弗。

Delivery 交货

The terms of delivery are approximate and based upon prompt receipt of all needed data. The Seller shall not be liable for delays in delivery or performance or failure to deliver or perform (I) due to causes beyond its

reasonable control, (II) due to acts of God, Buyer, of civil or military authorities, fires, strikes, floods, epidemics, quarantines, wars, riots, delays in transportation, or car shortages, (III) due to unavailability of needed labor, materials, components, or production facilities or (IV) due to any other commercial impracticality. In the event of any such delay the date of delivery shall be deferred for a period equal to the time lost by reason of delay. Seller shall determine routing except when Buyer specifies and otherwise and pays all extra costs incurred thereby.

交货条款近似的基于及时收到所有的数据信息。卖方不承担延迟交货或未能交付的责任如果出现：(1)由于超出其合理控制；(2)由于天灾,买方、民事或军事授权、火灾、罢工、洪水、流行病、隔离、战争、暴动、运输延迟、或汽车短缺；(3)由于无可用劳动力、原材料、元器件或生产设施；(4)由于或其他任何商业问题。如果发生任何此类状况延误交货，交货期应对等延迟相应的损失时间。卖方确定物流路径，除非当买方指定路径,并支付所有额外费用。

Venue and Jurisdiction 司法和管辖区

This agreement between Buyer and Seller shall be deemed to have been executed and delivered at the place of business of Seller, and shall be construed and interpreted under the laws of the state where the place of business of Seller is located without giving effect to its choice of law provisions. Jurisdiction and venue, with respect to any suite in connection with this agreement, shall reside in the state or federal courts where the Seller's place of business is located.

买方和卖方之间的协议被视为在卖方所在地已被交付和执行，并在卖方所在地的法律规定下进行分析和解释。司法和所在地，与此协议相关的情况，应遵照卖方所在州或联邦法院的状况。