

一般条款 General terms:

1.交货期：以系统订单确认为准。

Delivery time to be subject to the order confirmation.

2.交付和风险转移：当卖方在卖方仓库或其他任何根据销售合同/订单/订单再确认中指定的地点将产品交予买方处置时，货物交付即完成。产品交付时，订单产品的风险自卖方转移至买方，除非卖方和买方另有书面约定。

Delivery and Transfer of Risk: The delivery of the products shall be made when the seller places the products at the disposal of the buyer at the seller's warehouse or at another designated place according to the sales contract, order or order confirmation. At the time of delivery of the ordered products, the risk of the products shall be transferred from the seller to the buyer, unless otherwise agreed in writing by the buyer and the seller.

3.质量要求：保修期限为产品交付 12 个月内。

Quality requirements: The warranty period shall be 12 months starting after delivery date of the product.

4.经卖方盖章的订单再确认和相应的经买方盖章的报价单在盖章后生效且视同为双方就订单产品的销售合同。

This order confirmation sealed by the seller and the corresponding quotation sealed by the buyer shall come into force upon being sealed and shall be together deemed to be a sales contract for the ordered products.

特别条款 Special terms:

1.违约责任：如因买方原因延迟提货，卖方有权向买方收取仓储费用，该费用因以实际发生额具结且自开始计算的每一周不低于发票金额的 0.5%。如果买方因任何原因取消订单，卖方将向买方收取发票金额的 30%作为违约金。

Liability for breach of contract: In case of delay in taking delivery of the goods due to reasons of the buyer, the seller shall have the right to charge the buyer for the storage expenses, which shall be subject to actual incurred amount and not be less than 0.5% of the invoice value for each week since the beginning of calculation. If the buyer cancels the order for any reason, the seller will charge the buyer a penalty of 30% of the invoice value.

2.卖方保留在交货前随时通知买方增加合同价格以反映卖方因其无法控制的因素导致的成本增加的权利，该无法控制的因素包括但不限于，买方紧急要求的交货日期、货物数量、规格的变更，或者任何因买方指示或买方未向卖方发出适当的信息或指示而造成的成本增加。

The seller reserves the right by giving notice to the buyer at any time before delivery

to increase the contract price to reflect increase in the costs to the seller which is due to any factor beyond the control of the seller, including without limitation, any change in the delivery dates, quantities or specifications for the products which is requested by the buyer, or any increase in the costs caused by any urgent instructions of the buyer or failure of the buyer to give the seller adequate information or instruction.

3.若发生异议或者纠纷时,双方应以协商解决,协商不成的,任何一方均可向卖方所在地人民法院提起诉讼。

In case of any objection or dispute, both parties shall solve it through negotiation. If the negotiation fails, either party may file a lawsuit to the people's court at the place where the supplier is located.

4.本订单再确认生效后,买方不可取消订单中的定制产品。

Upon the effectiveness of this order confirmation, the buyer shall not cancel the custom assembled products in the order.

5.双方保证联系信息真实有效,保证按上述地址向对方送达的文件或物品均会得到签收,若出现拒收、退回等情形书面告知卖方,否则视为已送达。一方更改已经确认的联系信息应提前七日用书面通知方式通知对方并经对方确认后才发生变更的效力。

Both parties guarantee that the contact information is true and valid and that the documents or articles delivered to the other party at the above address will be signed and received. In case of rejection or return, the seller shall be informed in writing, otherwise the documents or articles will be deemed to have been delivered. If one party changes the confirmed contact information, it shall notify the other party in writing seven days in advance and the effect of the change shall not take place until the other party confirms the change.

6.因合理损耗、故意损坏、非正常作业条件、未听从卖方指示、未经卖方批准滥用或更改或修理货物而产生的缺陷,卖方无需在保修期限内承担任何责任。卖方可向买方请求修理损坏的货物,但由此产生的费用由买方承担。

The seller shall bear no liability within the warranty period in respect of any defect arising from fair wear and tear, willful damage, abnormal working conditions, failure to follow the seller's instructions, misuse or alteration or repair of the goods without the seller's approval. The seller may repair such damaged goods at the request of the buyer, however the costs incurred thereof shall be borne by the buyer.

7.验收时间:因不完整或不正确的交货而提起的投诉,必须立即以书面形式向卖方提出,且不迟于交货后或发现缺陷后3日内。

Acceptance Time: Complaints arising from incomplete or incorrect delivery must be

addressed to the seller in writing immediately and not later than three days after the delivery or the discovery of the defect.

8.在任何情况下, 在没有与卖方书面协商一致的情况下, 买方不得直接将货物退回且货物应当按卖方指示以原来的包装在良好和清洁的条件下退回。退货金额以退货时或发票日期上现行的产品价格为准。但是, 穆尔电子元器件(上海)有限公司保留对退货商品收取最低手续费、重检费以及为恢复商品的适合销售性而产生的任何额外费用,具体由穆尔电子元器件(上海)有限公司的检验程序确定,包含退货的所有运输费用。

In any case, the buyer shall not return the products directly without written agreement with the seller and the products shall be returned in good and clean condition in the original packaging as directed by the seller. The return amount shall be based on the current price of the product at the time of return or on the invoice date. However, Murrelektronik Components (Shanghai) Co., Ltd reserves the right to charge a minimum handling fee for returned merchandise, a re-inspection fee and any additional costs incurred in restoring the merchandise to merchantability, as determined by Murrelektronik Components (Shanghai) Co., Ltd's inspection procedures, including all shipping costs for returned merchandise.

9.当事人一方因不可抗力不能履行协议的, 应当及时通知对方, 以减轻可能给对方造成的损失, 并应当在合理期限内提供证明。

If either party is unable to perform the agreement due to force majeure, it shall promptly notify the other party so as to mitigate the loss that may be caused to the other party and shall provide proof within a reasonable time.

10.适用法律: 本销售事宜受中华人民共和国法律管辖和解释。

Governing Law: This sales matters herein shall be governed and interpreted in all respects by and according to the laws of the People's Republic of China.