

一、购销产品

本条款中的购销产品是指“海蒂诗”五金配件，所有产品由海蒂诗公司根据定货合同或订单分批次发运给客户，具体规格和数量以每次确认的订单为准。订单需经书面签署，加盖公章，口头订单无效。订单由海蒂诗公司以传真或电子邮件的方式发至客户。

I. Sales and Purchase of goods

The purchase and sale of goods herein refers to "Hettich" hardware accessories. All goods delivered to customers in batches by Hettich shall be in accordance with the purchase contract or order. Specifications and quantity shall be subject to verified orders. The order shall be signed in written instrument and needs to be affixed with the official seal. Verbal orders are considered as invalid. Orders shall be sent to customers through Hettich by fax or email.

二、产品质量标准和质量保证

海蒂诗公司提供产品质量标准为 Hettich 德国标准，同时海蒂诗公司保证提供的商品符合中国国家产品质量法相关规定。

II. Product Quality Standards and Quality Guarantee

The quality standard of goods provided by Hettich is based on German Quality Standards and Hettich shall guarantee that the supplied product is in full compliance with Chinese National product quality standard and the relevant provisions herein.

三、交货期

产品交货期为交付给客户的日期。产品交货期以每次在订单上确认的时间为准。另外，海蒂诗公司强烈建议客户提前提供给海蒂诗公司各项产品的预期月用量，以便海蒂诗公司做好库存准备，及时为客户供货。正常情况下海蒂诗公司在订单签订日期后的 4-5 个星期左右可以交付，特别紧急情况下可 10 个工作日内左右交付。

III. Delivery date

The product delivery date herein is the date delivered goods to customers. The product delivery date shall be subject to the confirmed time of each order. It is strongly recommended that customers shall provide expected monthly usage of all goods to Hettich in order to prepare the inventory and timely delivery goods to customers. Under normal circumstances, Hettich could deliver goods within around four or five (4-5) weeks from the date the order signed and could deliver them within about ten (10) working days in emergency situations.

四、验收及提出异议期

客户在收到订单货物后应对产品及时进行验收。如客户对产品的数量、外观及质量无异议，客户应在收货当天将确认后的装箱单传真给海蒂诗公司，即客户确认已正式收到海蒂诗公司货物。如有异议，客户也应在收货后 48 小时内以书面形式通知海蒂诗公司。否则，海蒂诗公司视客户对该货物验收无误。若验收有数量出入时或质量问题时，海蒂诗公司应在收到客户通知后 4 周内及时补货或更换。

IV. Acceptance and Objection period

Customer is obliged to check the goods after receiving Hettich goods. If customers do not have any objections to the quantity, appearance and quality of goods, customers shall fax the confirmed packing list to Hettich on the day of receipt. Namely, customers have duly received goods from Hettich. Any objection shall notify Hettich in writing within forty-eight (48) hours after receiving the goods. Otherwise Hettich will deem customers confirm the goods are ok. If there is quantity difference or quality problems in the process of acceptance, goods shall be timely replenishment or replaced by Hettich within four (4) weeks after receiving the notification from customers.

五、价格

产品价格以双方已确认的人民币报价单为准，但遇有国际市场重大原材料价格变化等不可预期因素影响，海蒂诗公司必须提前 30 天以书面形式通知客户，在双方商议确定价格后，调整价格。

V. Prices

The prices of goods shall be subject to the confirmed quotation stated in RMB. But in the event of the unpredictable factors such as the significant price changes of raw material affected by the international market, Hettich shall notify customers in writing thirty (30) days prior and adjust the prices through friendly consultation.

六、运输

海蒂诗公司负责以安全合理的包装，将每次订单确认的商品在要求的交货期送往客户仓库。

VI. Transportation

Hettich send the confirmed goods of each order to customers' warehouse in the required delivery date using safe and reasonable packing.

七、违约责任

VII. Liability for Breach

1、除非买卖双方重新就合理的特殊情况商议达成一致，否则双方都应严格执行每个订单约定的条款，包括但不限于产品、数量、价格和交货期，不能违约。

1. Both parties shall strictly implement the appointed clause of each order including but not limited to goods, quantity, prices and delivery date and shall not breach the contract unless both parties shall reach an agreement once again for reasonable particular cases.

2、海蒂诗公司逾期交货的，供方应在发货前与客户协商分批交付或更改交货期。经客户同意，海蒂诗公司依照新交货方案交货；客户不再需要的，应当在接到海蒂诗公司协商要求后24小时内以书面形式通知海蒂诗公司，否则视为同意延迟发货。

2. In the case of a delay in delivery, Hettich shall deliver in batches or change the delivery date by consulting with customers before the delivery. Hettich shall deliver goods in accordance with the latest delivery plan with the approval of customers. Customers are expected to respond in writing within twenty-four (24) hours confirming or denying the "new" delayed delivery plan. Otherwise Hettich will regard customers as having agreed to delay the delivery.

3、海蒂诗公司所交产品品种、型号、规格、花色、质量不符合合同规定的，客户应将产品退回海蒂诗公司，海蒂诗公司承担由此发生的相关费用。

3. If the variety, model, specification, pattern or quality of goods delivered by Hettich are not in conformity with the provisions of the contract, customers shall return these goods to Hettich. And Hettich shall bear the relevant expenses incurred therefrom.

4、遇不可抗力原因不能及时履行合同时，应及时向对方通报不能履行或不能完全履行合同的理由，否则亦承担违约责任。受阻方应就不可抗力事件的发生应尽可能在最短的时间内通知另一方，并在其后15日内向另一方发出有关部门出具的证明书或其他为公众认可的资料作为证明。如不可抗力因素的影响持续超过180日，双方应尽快进行友好协商，商定继续履行的方法。但若一方违约在先，不得以此后发生不可抗力为由免除其违约责任。

4. If a contract is unable to be performed due to force majeure, both parties shall promptly notify the other party all or part of the contract be unable to be fulfilled, or the party in breach shall bear the liability therefore. The effected party shall notify the other party of the cases of force majeure occurred in the shortest possible time and thereafter send a certificate of the event issued by the relevant authorities or other information for the public recognition to the other party within fifteen (15) days after it's occurrence. If the event of force majeure lasts over one hundred and eighty (180) days, both parties shall continue performance of the contract through friendly consultation as soon as possible. If one party breaches this contract beforehand, the party shall not be discharged of the liability for breach on the grounds of force majeure hereafter.

5、以上条款受中华人民共和国法律管辖并依照其解释。任何争议，双方应尽力通过友好协商解决，协商不成的，双方同意提交上海仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的，对双方当事人均有约束力。

5. The above clause shall be governed by and construed in accordance with the laws of the People's Republic of China. In the event of any dispute, both parties shall attempt to resolve such dispute through friendly consultation. If no settlement is reached through consultation, the dispute shall be submitted to Shanghai Arbitration Commission for arbitration in accordance with its rules of arbitration by mutual agreement. The arbitration decision is final and binding upon both parties.