

# **TERMS AND CONDITIONS GOVERNING SALES**

## **销售条款和条件**

### **GENERAL**

Ellsworth Corporation (“Ellsworth”) offers to provide the goods and/or services described herein (the “Products”) to the buyer to which this offer is addressed (“Buyer”), subject to the terms and conditions set forth herein (the “Agreement”). Buyer may not modify, change, renounce or waive any term or condition hereof without Ellsworth’s express written consent.

### **总则**

安士澳粘合剂公司（以下简称“安士澳”）按照此文件所列条款和条件（统称为“本协议”）发出要约并提供本协议所列货物和/或服务给此要约接收人（即“买方”）。未经安士澳明确书面同意，买方不可修改、更换、否认或拒绝本协议中的任何条款和条件。

### **QUOTATION**

Written quotations are void unless accepted within 30 days from date of issue or as stated in the quotations. Other Ellsworth publications are maintained as sources of general information and are not quotations or offers to sell, which are not legally binding.

### **报价**

书面报价在发出之日起 30 天内或报价单上规定的期限内接受后方可生效。安士澳发出的其它文件应被视作一般信息来源，而非销售报价或要约，不具有法律约束力。

### **CANCELLATION OR MODIFICATION; REPLACEMENTS**

Buyer may not cancel or modify its order excepted upon terms accepted by Ellsworth in writing. In the event of any cancellation or modification, Buyer shall compensate Ellsworth for all costs and damages resulting there from, including, but not limited to, out-of-pocket expenses, lost profits and all costs incurred by Ellsworth in preparing or replenishing stocks for Buyer. No Products may be returned to Ellsworth without its prior, written authorization and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Ellsworth without damage. All costs incurred by Ellsworth to put Products in first class condition will be charged to Buyer. All Products returned to Ellsworth shall be subject to a restocking charge plus the costs of freight, packaging, insurance and any import or export costs.

Ellsworth shall only accept Returned Products due to quality issue that Ellsworth shall provide replacements but no refund.

### **订单取消、更改；换货。**

除非相关条款得到安士澳明确的书面接受，买方不可取消或修改订单。如发生订单取消或修改，买方应该赔偿安士澳由此产生的所有成本和损失，包括但不限于安士澳自付费用、利润损失和备货损失。再收到安士澳的书面核准后，买方方可退回产品，并且产品必须遵照核准通知所列条款或条件退回。退回的产品必须是仍在生产的、未被使用过的、可再售的，且产品运回安士澳时包装要求完好无损。因安士澳将产品恢复为可再销售状况而产生的所有费用均由买方承担。所有退回安士澳的产品产生的再入库费用以及运输费用、包装费用、保险费和所有进出口费用，均由买方承担。如因产品质量问题而导致产品退回，则安士澳仅接收换货申请，不接受退款申请。

## **DELIVERY**

### **Delivery Dates**

All delivery dates are approximate, and are subject to changes. Ellsworth will send the exact delivery date to Buyer by E-mail or through a written notice. Ellsworth will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Ellsworth shall not be responsible for any default or damage in such cases.

During the Covid-19 pandemic, as there is a greater tendency for raw material shortages or delivery delays to occur, which is also beyond Ellsworth's control, Ellsworth cannot assume any responsibilities arising from such raw material shortages or delivery delays.

### **产品交付**

#### **交付日期**

安士澳提供的所有交货日期都只是初步计划的交货时间，具体交货时间以安士澳和买方通过电子邮件等方式另行协商确定为准或以安士澳通知为准。安士澳将尽力做出合理努力在交货日期前交货，但不承诺一定在交货日期交货，且不因此承担任何违约责任和损失赔偿。

在新冠疫情期间，安士澳无法控制的风险因素增加，如原材料短缺或运输延迟等，在此类情况下，安士澳将不承担任何责任。

### **Delivery Delays**

In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; or (e) failure to provide documents required for

Ellsworth to effect delivery, Ellsworth will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Ellsworth's demand.

### 交付延迟

如买方要求延迟交付，或者因以下买方方面的原因而导致交付延误：(a) 买方未能提供足够的信息和指引；(b) 买方未能安排收货；(c) 买方未能及时提供或确认必要的数据或信息；(d) 买方要求变更；或 (e) 买方未能提供安士澳发货所需的文件或资料，则安士澳将让所有产品暂存在库，所有的风险和费用由买方承担。在收到安士澳的要求后，买方须支付所有的产品出仓储成本和费用。

### Claims

Claims for shortages or other errors must be made in writing to Ellsworth within seven days after Ellsworth's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

If Buyer is purchasing Products that are not manufactured by Ellsworth, as Ellsworth is not involved in the design, manufacture, quality control, safety requirements, etc. of the Products, all warranties of the Products, including but not limited to, warranties concerning product quality, quality target, warranty period, packaging, after-sales service, RoHS compliance, REACH compliance as well as environment protection and intellectual property, will be subject to and limited to the warranties and guarantees of the manufacturer. The warranties of the manufacturer of the Products will replace any other express or implied warranties.

### 索赔

对于因短缺或其它错误引起的索赔申请，买方必须在安士澳交货后的 7 天内以书面形式向安士澳提出。如买方未能在规定时间内发出通知，则视其无条件接受货物，并放弃所有相关索赔。

如果安士澳不是交易产品的生产商，安士澳应按照生效订单将产品供应给买方。安士澳不涉及产品的设计、制造、质量管理、安全要求等，因此产品之所有保证（含质量保证、质量目标、质保期、包装、售后服务、ROHS、REACH、环保要求及知识产权等）将依据并限于产品的生产商的保证和承诺。产品生产商的保证将取代其它任何明示或者暗示的保证。安士澳对有关产品的保证以产品生产商的保证和声明为限。

### PRICES.

Unless prices are stated on the face hereof, prices shall be the higher Ellsworth's most recent quote to Buyer, prevailing market price, Ellsworth's list price, or the last price charged by

Ellsworth to Buyer for the Products. Unless otherwise stated on the face hereof, prices are in HK Dollars, Ex work the HK Facility. Ellsworth shall have no obligation to ship Product to Buyer unless Ellsworth shall have accepted the order and Buyer shall have paid for such order of Products in full prior to the time of delivery or as terms stated in the written quotations.

### **价格**

除非本协议中另作说明，否则价格应以安士澳提供给买方的最新报价、现行市场价格、安士澳价目表价格，或安士澳最近一次向买方收取的该产品的价格中的最高者为准。除非协议中另作说明，价格为香港工厂交货价，以港元计价。安士澳没有义务将产品运送到买方指定地方，除非安士澳已接受订单，且买方在交货前已经付清所有费用或按照书面报价单上的条款完成了支付。

### **INSURANCE**

Buyer shall fully insure all Products delivered to Buyer from Ex Work Facility.

### **保险**

所有发往买方的产品在工厂出货后完全由买方承担保险。

### **FORCE MAJEURE**

Ellsworth shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout, pandemic or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Ellsworth's available supply or any other cause beyond Ellsworth's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Ellsworth may, at its option and without incurring liability, prorate its deliveries, cancel all or any portion of the Agreement and/or extend any date upon which performance is due hereunder.

### **不可抗力**

如因以下超出安士澳控制范围的因素导致安士澳延迟交付，或未能履行订单义务，或其它违约行为或损害，则安士澳将不负责任：天灾、战争、重大灾害、恐怖主义活动、第三方犯罪活动、暴动、暴乱、水灾、地震、火灾、罢工、封锁、大流行病或其它干扰劳动的活动或行为，或货代延误、燃料、电力、材料或补给品短缺、任何法庭或政府的法令、法律、规则或裁决的实施，或超出安士澳现有供应能力的供应需求等。如因上述原因导致安士澳交付延迟、未能履行订单义务或其它违约行为或损害，安士澳可自行决定是否分批发

货、取消本协议中的所有或部分条款、和/或延长本协议中的履行义务截止日期，且在此过程中无须承担任何责任。

#### WAIVER.

No claim or right of Ellsworth under this Agreement will be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by Ellsworth.

#### 弃权

安士澳在本协议下的任何合法要求或者权力不得视为被部分或者全部放弃，除非安士澳书面承认并确认放弃这些合法要求或者权力。

#### LAW

The Agreement shall be governed and interpreted in all respects in accordance with the laws of the People's Republic of China (excluding the laws of Hong Kong SAR, Macao SAR and Taiwan) and Ellsworth hereby irrevocably submits to the jurisdiction of the local Courts but Ellsworth reserves the absolute right to enforce this Agreement in the court of any other competent jurisdiction.

#### 管辖法律

本协议所有条款适用于中华人民共和国法律（港澳台法律除外）并依照其解释，安士澳在此无条件地服从当地法院管辖权，但在任何其它被允许的司法权下安士澳保留强制执行本协议的权利。

#### MICELLANEOUS

Ellsworth reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. The failure of Ellsworth to insist, in any one or more instances, upon performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition. The invalidity of any provision or clause of this Agreement shall not affect the validity of any other provision or clause hereof.

#### 其它

安士澳保留更正本协议上的价格或任何条款中的笔误或者类似错误的权利。在一次或多次情形下，如安士澳未能继续履行本协议中的任何条款、契约和条件，则不应视为安士澳放

弃其在本协议下的任何权利，或者放弃在未来履行这些条款、契约或条件。如本协议中有任何规定或者条款无效，这不将影响协议中的任何其它规定或条款的有效性。