



GENERAL SALES CONDITIONS 通用销售条件

1- SCOPE OF APPLICATION

The present General sales conditions will be applied for any sales transaction between SAMES CHINA CO., LTD and its customers, designated also as purchasers, unless there is a written contract approved by both parties stipulating deviations from our general sales conditions, and in the case of such deviations, the contract will be applied, nevertheless any point not specifically mentioned in the contract will follow the present document. Our general sales conditions take precedence over those of our customers, notwithstanding any clauses to the contrary appearing in their general purchase conditions. Any proposed modification should receive previous written approval by our company prior to the acceptance of the order so that it can be opposable.

应用范围

此通用销售条件适用于萨麦斯工业设备（上海）有限公司与任何客户的销售贸易中，且同样适用于采购。在双方拟定的销售合同中若存在通用销售条件认可的偏差，合同仍可执行。除此之外，通用销售条件优于销售合同中的条款，销售合同中涉及的任何一点都必须遵循通用销售条件。有任何异议都需以书面形式告知我公司，并在收到批准确认后后方可执行相关订单合同。

2- QUOTATIONS and PRICE LIST

Our standard price lists and quotations provided are not binding for orders, as they have a limited validity period, and provide price and payment conditions for the supply of goods and service that might differ in the final sales agreement and must be confirmed through a sales contract or a purchase order confirmation, in both case approved by SAMES CHINA CO., LTD, with a specific price and terms corresponding to the scope of the contract.

报价和价格表

我们的标准价格表与报价、订单不存在绝对绑定关系。销售订单是具有期限的，而提供的产品及对应的价格、付款条件都与最终的销售协议都会有所不同。萨麦斯工业设备（上海）有限公司会根据特定的产品、合同相应条款对每一笔销售订单进行产品价格、付款条件及整个销售订单确认批准。

3- CONCLUSION OF THE SALES CONTRACT

Any purchase order from our customers must be placed through a written format with stamp such as Fax, e-mail, or mail. A sales contract will be considered as binding only after written confirmation by our company to the purchase orders placed to us. Any modifications of the confirmed order in quantity, references, destination, and payment mean or delay, but not limited to, that might increase our costs, must be accepted by written confirmation from us, with our new conditions updated, such as price and delivery date. An order which is accepted cannot be cancelled without the SAMES CHINA CO., LTD consent.

销售合同

任何客户的采购订单都必须盖章并以书面形式，如传真，邮件，邮寄等方式告知。销售订单经书面确认后包含于销售合同中，与销售合同同等生效。确认后的销售合同不限制但不提倡对有关产品数量、发货地、收货地、付款或延期的修改，因这会增加我们的成本，如若一定要修改，必须接受我们对相关条款的更新确认，如价格，发货期等。未经萨麦斯工业设备（上海）有限公司事先书面同意，订单不得取消。

4- PRICE / TERMS & CONDITIONS OF PAYMENT

Unless formal written specification from us, our prices in RMB are EXW SHANGHAI, excluding taxes, packing transportation. Usually we will provide prices with VAT and packing included, as per specification in our quotations, price lists and order confirmations. Our standard terms of payment are 30% of the total value as down-payment, and 70% of the total value before delivery. The sales contract milestones shall be effective after the reception of the payments on our bank account. Unless written different specifications, the above standard terms will be applied. In specific case, we can offer different payment terms as per written agreement confirmed by both parties. If our written and confirmed payment terms can not be respected, and even if after our written payment reminder we can not receive the effective payment in bank from purchaser, we keep the right to suspend ongoing orders shipment and other services if any, without prejudice to our rights.

价格、条款及付款条件

如无萨麦斯工业设备（上海）有限公司的特别书面说明，我们的价格都是人民币出厂价，不含税和包装费以及运费。通常情况下，我们会根据报价单、价目表和确认订单中的规格提供包含增值税及包装费的价格。我们会经过双方的合作协议确认后，遵循拟定相关的付款条件。除此之外的付款方式是预付总金额的 30%，并在交货前支付剩余 70%的金额，销售合同会在我们银行账户收到货款后正式生效。除有书面说明的异议，一概遵行以上付款条件。如若我们的条款不被认同，或在条款确认但实际没从购买方获得对应的付款效果等情况下，为保全我方利益不受损害，我方有权暂停一切发货、订单和其他任何相关服务。

5- PROPERTY RESERVE – CONFORMITY – TRANSFER OF THE RISKS Reservation of ownership clause

All goods delivered will remain our property until the invoice price has been paid in full with effective credit to our bank account, therefore, the purchaser agree to insure at its own expense the goods from us, while delivered and unpaid, against all risks and for its full value, and to record separately in its accounts the type and value of the goods subject to a reservation of title. In our standard terms, unless written agreement, Incoterm 2010 EXW Shanghai will be applied, which means that loading of the goods by the carrier appointed by the customer implies full acceptance of the equipments and the transfer of all the risks from SAMES CHINA CO., LTD to the customer. We reserve the right to our customers to make at their costs, and upon written request, a visual inspection of the goods before the shipment.

During the period between the delivery and the full payment of the price, the Buyer, by formal agreement, shall only be considered as the simple depository of the products, the Buyer shall have to pay the price on agreed due dates, or failing payment of a single payment, to pay the full price without delay or to return the products.

The delivery itself shall place the products at the Buyer's risk despite the fact that the latter is only the depository until full payment is made.

On account of his capacity of simple depository until the full payment of the price, the Buyer to whom the products are delivered is not entitled to resell them or to alienate them by any mean, including by way of contract of pledge, security or otherwise.

However, he may:

- Either, after prior written agreement of SAMES CHINA CO., LTD and under the Buyer entire liability, have its buyer pay directly the product subject-matter of the present agreement to SAMES CHINA CO., LTD.
- Or assign the benefit and the charges resulting from the present agreement, but on the formal condition of informing its assignee under its own liability that the products are subject to a reservation of title clause and that himself is only the depository of until full payment of their price, in such a manner that the said assignee has himself only the capacity of depository until the payment, and that SAMES CHINA CO., LTD may be able to claim from him the payment or the return, if the amount of the price is not paid in whole on the date due.

It is the buyer responsibility to ensure the products sold by SAMES CHINA CO., LTD will ONLY be used in markets where it is compliant with local regulations.

储备-风险转移

在货款全额进入我公司银行账户以前，所有预备交付的货物仍属于我方财产，因此购买方需自行承担货物在未交付期间的价值损失。除出具书面协议，均按照我方标准付款条件付诸实施。这意味着由客户指定的货物承运方将会直接承担从萨麦斯工业设备（上海）有限公司转移而来的货运风险。同时，为保护我客户的成本利益，货物装运前，我方有权提出对货物装运过程的监察。

在产品交付和价款全部付清的期间内，根据正式协议的相关约定，买方应当仅被视为产品的保管人。买方应当按时支付约定的价款。若买方未按时付款，其应当立即付清全部价款，或者退还产品。

产品交付后，相关的风险应当由买方承担，尽管买方在付清全部价款前仅是该等产品的保管人。

鉴于买方在付清全部价款前仅是产品的保管人，买方不得转售或以其他方式处置收到的任何产品，包括在产品上设定质押、抵押或其他担保。

但是，买方可以行使下列权利：

- 经萨麦斯工业设备（上海）有限公司事先书面同意后，可由买方的下游买方将协议中约定的产品价款直接支付给萨麦斯工业设备（上海）有限公司，买方同时对其下游买方的付款行为承担全部责任；或者
- 将当时协议项下的所有利益和费用转让给其受让方，并自行通过正式的方式告知其受让方：产品的所有权由萨麦斯工业设备（上海）有限公司保留；买方在付清产品价款前仅是产品的保管人，同样受让人在付清产品价款也仅是产品的保管人；若受让人未按时支付产品价款，萨麦斯工业设备（上海）有限公司有权要求其付清价款或退还产品。

经萨麦斯工业设备（上海）有限公司售出的产品，买方有责任确保所购产品仅在符合当地规则的市场上使用。

6- DELIVERY TIME AND DELIVERY

If there are no instructions, SAMES CHINA CO., LTD dispatches the goods in the best interests of the Buyer.

Delivery times are given for information purposes without commitment. Unless written specification approved by SAMES CHINA CO., LTD and the customer, any delay in delivery can not under any circumstances give right to the customer to claim any compensation or to cancel the order. In all cases, it is up to the Buyer to check everything, to make all reservations upon the arrival of the product and to lodge, if the need arises, against the carrier the appeals, which must be lodged within 3 days following the acceptance; should these formalities not be complied with, the carrier's liability may not be implemented and SAMES CHINA CO., LTD cannot in any case be sued for this reason.

SAMES CHINA CO., LTD

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交货时间及交货

如果买方未作任何指示，萨麦斯工业设备（上海）有限公司将以最有利于买方的方式发送货物。

交货日期仅供参考，并不属于一项承诺。除有萨麦斯工业设备（上海）有限公司或客户出具的书面说明外，客户无权对延期交付的货物提出货款赔偿和取消订单。在任何情况下，买方应当自行检验产品，并在收到产品时提出保留意见，并且在必要时于收到产品后三天内向承运人提出索赔。如果买方未遵守上述规定，可能导致其无法追究承运人的责任且买方不得就此向萨麦斯工业设备（上海）有限公司提起诉讼。

7- GOODS PICK UP

When goods are available at SAMES CHINA CO., LTD, customer should pick up goods timely as per payment terms agreed by both parties.

The customer has responsibility to inform us at latest 2 weeks before delivery date agreed on the sales order if he could not pick-up goods within 10 days after delivery date.

If the customer does not pick up goods after received shipment notice:

- Pick-up later than 10 Days: no more stock reservation and no more commitment on delivery time, pay 10% of good values as down-payment for stock reservation
- Pick-up later than 30 Days: no more stock reservation and no more commitment on delivery time, pay 50% of goods values as down-payment for stock reservation
- Pick-up later than 60 days: we will charge 10% of goods values as penalty, and sales order will be cancelled

Without any written claim within 7 days following the date of delivery, the delivered good quantity shall be considered as matching with the delivery packing list attached and not presenting any visible defects and accepted.

提货

当货物到达萨麦斯工业设备（上海）有限公司仓库后，客户应该根据双方约定的付款方式和提货时间，及时办理提货。

如果客户晚于订单约定的提货时间十天内提货，则客户必须在发货前至少两周通知我司。

如果客户收到到货通知后不按时提货：

- 超过十天不提货，不再保留此订单货物，不保证此订单货物的交货时间，如需保留货物，需支付 10% 订单货款作为保证金。
- 超过三十天不提货，不再保留此订单货物，不保证此订单货物的交货时间，如需保留货物，需支付 50% 订单货款作为保证金。
- 超过六十天不提货，终止合同，同时收取 10% 订单货款作为违约金。

货物接收，如果买方在收到产品后七天内对产品发货数量和产品缺陷未书面提出异议，应当视为买方已接受该产品。

8- INSTALLATION – USE OF THE EQUIPMENTS

Unless written specifications, our goods are sold excluding installation at the customer place. The use must be done strictly by trained people and while following our user's manual, and especially for SAFETY prescriptions. The end-user is the only responsible of the right use of the equipments, and for the classification of its hazardous area in respect of the applicable norms. He endorses the responsibility to confirm that the norms specified in our documents are applicable in its special application and is fully liable in case of misuse of our equipments, as per scope, recommendations and limitations in the relevant user's manual.

安装及使用

除书面说明外，我们的产品均在客户所在地安装。安装者必须是经过培训的人员，并严格根据使用说明进行安装，尤其要顾全安全措施。终端客户拥有设备的使用权，并负责根据设备的安全性能来确认最合适的使用区域范围，以避免危险隐患。使用者应认同相关的责任确认书和使用方法和范围的说明，并全权承担滥用设备而造成的一系列后果。

9- WARRANTY

Unless specific written terms confirmed by us, and upon written request with sufficient details, we guarantee the genuine equipments of SAMES and KREMLIN and REXSON and EEROTEC brands for one year, from invoice date, and in the condition they have been purchased from our company or from SAMES headquarters directly, with written evidence, such as invoice, and in the limit of a normal use, as specified in the relevant user's manual. For other suppliers, we will apply the specific warranty time granted by them. We reserve the right to refuse a warranty claim after inspection of the goods returned to our office in Shanghai, CHINA. Unless specific written terms confirmed by us, our liability will never be extended to compensation for any losses or damages to property other than our equipments, neither to any operating losses to the customer or a third party.

保修

除我方出具书面的条款和详细的申请书外，我们承诺对萨麦斯（SAMES）、客杜林（KREMLIN）、雷克森（REXSON）和依路达（EUROTEC）产品一年的保修期。保修期起始时间从发票开具之日起，且在正常期限内按照说明手册进行操作。对其他代理商，我们会有相应的保修期。我们有权拒绝购买方在验货后将物品退还给萨麦斯工业设备（上海）有限公司。除有我方书面确认的具体约定外，我方对我方购买的设备之外而涉及的任何损失、客户或第三方的任何经营损失，均不承担赔偿责任。

10- FORCE MAJEURE - DISPUTES

All cases of force majeure and in particular strike, lock-out, unavailability of raw material, fire, flooding, epidemic or war, may lead to the temporary suspension of deliveries and/or termination of the contract with written notice, without giving rise to the payment of compensation by us.

不可抗力因素

因罢工、火灾、洪水、传染病或战争等不可抗力因素而有可能造成临时中止交货、合同终止、停业等情况，我公司将不予支付损失赔偿。

11- INTELLECTUAL PROPERTY

Unless authorized or permitted in writing, any customer shall not use the registered trademarks, patents, company names and other intellectual property rights of SAMES; shall not reproduce, copy, forward or otherwise deliver or transmit to others all of SAMES' intellectual property rights and other data or programs; shall not advertise or sell any goods, provide any services or conduct other commercial activities in the name of a licensed trademark or any similar mark that is prone to misleading others.

In the event of any violation, compensation shall be indemnified by the customer for any damages suffered herein.

知识产权

未经书面授权及许可，客户不得为双方交易以外的目的擅自使用萨麦斯工业设备（上海）有限公司的注册商标、专利、公司名称等一切知识产权；不得擅自将我公司所有的知识产权等数据或程序复制、拷贝、转寄或以其他方式交付或传送予他人；不得以许可商标或任何易于产生混淆的类似商标的名义宣传、销售任何货物，提供任何服务或进行其他商业活动。如有违反，客户应赔偿我公司因此所遭受之全部损失。

12- APPLICABLE LAW AND DISPUTE RESOLUTION

During the process of implementing the Contract, the parties shall comply with relevant PRC laws, regulations, and the domestic and international practice.

Terms of the Contract are both in English and Chinese languages. In case of discrepancies between the English and Chinese version, the English version shall prevail.

Any unmentioned issue of these General Sales Conditions shall be amicably settled through discussion between the representatives of the Parties. In the event that any dispute arises between the Parties in connection with this Contract, the matter shall be first resolved by the parties friendly consultation in accordance with the Contract Law. In the event that the parties are unable to resolve the dispute through discussion, any party shall have the right to submit the relevant dispute to Shanghai Arbitration Commission for arbitration in accordance with the rules of Shanghai Arbitration Commission in force. The arbitration shall be final and binding upon the parties to the arbitration proceedings. The party who losses in arbitration shall bear the arbitration costs. During the arbitration procedure, undisputed provisions of the Contract shall be performed continuously.

法律适用和争议解决

本合同实施过程中，合同双方应当遵守中华人民共和国相关法律、法规及国内和国际惯例。本合同以英文和中文书写。中文文本和英文文本间存在任何差异时，以英文文本为准。

本合同未尽事宜应当由合同双方代表通过友好协商方式予以解决。如果合同双方无法通过协商方式解决该争议，任何一方有权将该争议提交上海仲裁委员会，按照该仲裁委当时有效的仲裁规则通过仲裁方式解决该争议。仲裁裁决具有终局性，对仲裁双方当事人均有约束力。仲裁费用应当由败诉方承担。仲裁过程中，双方应当继续履行本合同中不存在争议的条款。

SAMES CHINA CO., LTD (Dec. 6th 2022 EDITION)

萨麦斯工业设备（上海）有限公司（2022年12月版）

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