

Shanghai Portwest Protective Wear Co., Ltd - Terms of Trading

上海波伟斯特防护服饰有限公司——贸易条款

1. Interpretation 释义

1.1. Definitions 定义:

“Business Day”: a day (other than a Saturday, Sunday or public holiday) when banks in Shanghai, China are open for business.

“工作日”：中国银行营业的日子（不包括星期六、星期日或公共节假日）

“Conditions”: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.3.

“条款”：本文件中列出的条款和条件，以及根据第 17.3 条不时进行修订

“Contract”: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

“合同”：供应商和客户之间根据本文件条款签订的产品购销合同。

“Customer”: the person or firm who purchases the Goods from the Supplier.

“客户”：从供应商处购买货物的个人或公司。

“Force Majeure Event”: an event or circumstance beyond a party’s reasonable control including without limiting the generality of the foregoing, the occurrence or resurgence of pandemics.

“不可抗力事件”：超出一方合理控制范围的事件或情况，包括但不限于前述的一般性，流行病的发生或复发。

“Goods”: the goods (or any part of them) set out in the Order.

“货物”：订单中列出的货物（或其中任何部分）。

“Order”: the Customer’s order for the Goods, as set out in the Customer’s purchase order form.

“订单”：客户的订购单中列出的客户对货物的订单。

“Specification”: (a) any specification for the personalisation of Goods that in all other respects are standard items as listed in the Seller’s catalogue; or (b) any specification for bespoke items, where the Goods ordered are not standard items listed in the Seller’s catalogue;

“规格”：(a) 任何个性化货物规格，这些货物在所有其他方面均为卖方目录中列出的标准项目；或(b) 任何定制项目规格，如果订购的货物不是卖方目录中列出的标准项目；

“Supplier”: Shanghai Portwest Protective Wear Co., Ltd, a limited liability company registered in Shanghai, China. with Unified Social Credit Code 91310000MACU1DMR8E.

“供应商”：上海波伟斯特防护服饰有限公司，在中国上海注册成立的有限责任公司，统一社会信用代码为 91310000MACU1DMR8E。

1.2. Interpretation 释义:

1.2.1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

凡提及法规或法定条文，均指经修订或重新制定的该法规或条文。对法规或法定条文的提述包括根据该法规或法定条文制定的、经修订或重新制定的任何附属法规。

1.2.2. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

任何由“包括”、“特别是”或任何类似表述引入的短语应解释为说明性的，不应限制这些词语前面的词语的含义。

1.2.3. a reference to writing or written includes faxes and e-mails.

本条款所称“书面”包括传真和电子邮件。

2. Basis of contract 合同依据

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

本文件条款适用于合同，但客户试图强加或纳入的任何其他条款，贸易、习惯、惯例或交易过程中隐含的任何其他条款均不自动适用于合同。

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

订单构成客户根据本文件条款购买货物的要约。客户有责任确保订单条款和客户提交的任何适用规格完整准确。

2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

只有当供应商发出书面订单接受书时，订单才被视为已被接受，此时合同即告成立。

2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in:

2.4.1. any documents of the Customer; or

2.4.2. any framework agreement or other supply agreement to which the Customer and Supplier might be parties,

in either case, that is inconsistent with these Conditions.

客户放弃其可能拥有的依赖任何背书于、交付于或包含于以下文件中的条款的权利：

客户的任何文件；或

在任何一种情况下，与本文件条款不一致的任何框架协议或客户和供应商可能是缔约方的其他供应协议。

在任何一种情况下，与本条款不一致。

2.5. Any samples, drawings, or advertising produced by the Supplier and illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

供应商制作的任何样品、图纸或广告以及供应商目录或手册中包含的插图仅用于提供其中提及的货物的大致情况。它们不构成合同的一部分，也不具有任何合同效力。

2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 90 (ninety) days from its date of issue.

供应商提供的货物报价不应构成要约。报价单的有效期为自发出之日起 90（九十）天。

2.7. The Customer hereby warrants and represents to the Supplier, that it is a business customer acting in the course of business and is not a consumer, for sales made by the Supplier-

客户特此向供应商保证并声明，就供应商的销售而言，客户是在业务过程中行事的商业客户，而非最终消费者。

3. Goods 货物

3.1. For standard Goods, the Goods are described in the Supplier's catalogue.

对于标准货物，货物的描述载于供应商的产品目录中。

3.2. For personalised Goods, the Goods are described in the Supplier's catalogue, as modified by any applicable Specification. For the purposes of these Conditions, the phrase "personalised Goods" refers to standard products that are included in the Supplier's catalogue in relation to which the Customer may at its option request the addition of their own name, branding or other similar cosmetic changes which are not amendment to the underlying specification of the item in question.

对于个性化货物，货物的描述载于在供应商的产品目录中描述，并根据任何适用的规格进行修改。在本文件条款中，“个性化货物”一语是指供应商目录中包含的标准产品，客户可自行选择要求添加自己的名称、品牌或其他类似的外观变化，但这些变化不影响相关货物的基本规格。

3.3. For bespoke Goods, the Goods are described in the Specification. For the purposes of these Conditions, the phrase "bespoke Goods" refers to items that are non-standard items that are not in the Supplier's catalogue.

对于定制货物，货物在规格书中描述。在本文件条款中，“定制货物”是指不在供应商目录中的非标准货物。

3.4. The Supplier may notify the Customer that an Order placed by it is to be treated as a "specials order". The number of units that may be purchased by the Customer under a specials order shall be subject to such minimum number as the Supplier may notify.

供应商可通知客户其所下订单将被视为“特殊订单”。客户根据特殊订单可购买的单位数量以供应商通知的最低数量为准。

3.5. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.5 shall survive termination of the Contract.

如果货物是按照客户提供的规格书制造的，则客户应赔偿供应商因其使用该规格而实际或被指控侵犯第三方知识产权而遭受或招致的所有责任、费用、支出、损害和损失（包括任何直接、间接或后果性损失、利润损失、声誉损失以及所有利息、罚金和法律及其他专业费用和支出）。本第 3.5 条在合同终止后继续有效。

3.6. The Supplier reserves the right to amend the specification of the Goods and/or the Specification if required by any applicable statutory or regulatory requirements.

供应商保留根据任何适用的法定或监管要求修改货物规格和/或规格书的权利。

3.7. All technology and know-how, whether patented or not, which is incorporated into the Goods and all the industrial and intellectual property rights related to the Goods are, and shall remain the exclusive property of the Supplier.

货物中包含的所有技术和专业知识（无论是否获得专利）以及与货物相关的所有工业和知识产权均为且应始终为供应商的专有财产。

4. Delivery 交付

4.1. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (“Delivery Location”).

供应商应将货物交付至订单中列明的地点或双方书面商定的其他地点（“交付地点”）。

4.2. The Customer shall accept the Goods when they are tendered for delivery at the Delivery Location. The Customer shall provide such access, personnel, facilities and assistance as may be required to facilitate the safe unloading of the Goods at the Delivery Location.

当货物在交货地点交付时，客户应接受货物。客户应提供所需的通道、人员、设施和协助，以便在交货地点安全卸载货物。

4.3. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

货物在交货地点卸载完毕即完成交货。

4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, the Customer’s failure to comply with any of the requirements of clause 4.2, or the Customer’s failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

所报任何交货日期仅为大致日期，交货时间并非关键。如因不可抗力事件、客户未能遵守第4.2条的任何要求、或客户未能向供应商提供充分的交付指示或与货物供应相关的任何其他指示而导致货物延迟交付，供应商不承担任何责任。

4.5. If the Supplier due to a fault of its own, fails to deliver the Goods in accordance with the Contract, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer’s failure to comply with any of the requirements of clause 4.2, or the Customer’s failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

如果供应商因自身过错未能按约交付货物，其责任应限于客户在最便宜的市场上获得类似描述和质量的替代货物所产生的成本和费用，减去货物的价格。如因不可抗力事件、客户未能遵守第4.2条的任何要求、或客户未能向供应商提供适当的交付指示或与货物供应相关的任何其他指示而导致未能交付货物，供应商不承担任何责任。

4.6. If the Supplier delivers up to and including 3% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

如果供应商交付的货物数量比订购数量多出或少出3%（含3%），客户不得拒绝接受，但在收到客户关于错误交付货物数量的通知后，应按比例对订单发票进行调整。

4.7. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

供应方可以分期交付货物，分期交付的货物应单独开具发票和付款。分批交付的任何延迟或缺陷不应使客户有权取消任何其他分批交付。

5. Quality 质量

5.1. The Supplier warrants that on delivery, the Goods shall:

供应商保证，货物在交付时应：

5.1.1. conform in all material respects with their description and any applicable Specification; and
在所有重要方面符合其说明和任何适用的规格；以及

5.1.2. be free from material defects in design, material and workmanship.

在设计、材料和工艺方面不存在重大缺陷。

5.2 Subject to clause 5.3, if:

在不违反第 5.3 条规定的情况下，如果

5.2.1. the Customer gives notice in writing to the Supplier in accordance with clause 5.4;

客户根据第 5.4 条向供应商发出书面通知；

5.2.2. the Supplier is given a reasonable opportunity of examining such Goods; and

给予供应商合理的机会检查该等货物；且

5.2.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

客户（在供应商要求下）将该等货物退回供应商的营业地，费用由客户承担，

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

供应商应自行选择修理或更换有瑕疵的货物，或全额退还有瑕疵货物的价款。

5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

在下列任何一种情况下，供应商对货物不符合第 5.1 条规定的保证不承担责任：

5.3.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

客户在根据第 5.2 条发出通知后进一步使用该等货物；

5.3.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

由于客户未能遵循供应商关于货物储存、使用和维护的口头或书面指示，或（如无指示）关于该等指示的良好贸易惯例而产生的缺陷；

5.3.3. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

由于供应商遵循客户提供的任何图纸、设计或规格而产生的瑕疵；

5.3.4. the Customer alters or repairs such Goods without the written consent of the Supplier;

未经供应商书面同意，客户更改或修理该等货物；

5.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

因合理损耗、故意损坏、疏忽或非正常储存或工作条件而造成的瑕疵；或

5.3.6. the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

由于为确保货物符合适用的法定或监管要求而进行的变更导致货物与描述或规格不同。

5.4. A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Supplier within 3 (three) days from the date of delivery or (or where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. 客户基于货物质量或状况的任何瑕疵或货物不符合规格而提出的索赔，应（无论客户是否拒绝交付）在交付之日起三（三）日内或（或瑕疵或不合格经合理检验并不明显的情况下）在发现瑕疵或不合格后的合理时间内通知供应商。如果交付未被拒绝，且客户未相应通知供应商，则客户无权拒绝接受货物，供应商对该等缺陷或故障不承担任何责任，且客户有义务支付价款，如同货物已按照合同交付。

5.5. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

除本第 5 条规定的情形外，对于货物不符合第 5.1 条规定的保证，供应商对客户不承担任何责任。

5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

本条款应适用于供应商提供的任何经修理或更换的货物。

6. Return of Goods 退货

6.1. Unless the Goods are defective (meaning that warranty set out in clause 5.1), then the Supplier will not accept the return of Goods by the Customer unless:

除非货物存在瑕疵（指货物不符合第 5.1 条规定的保证），否则供应商不接受客户退货，除非：

6.1.1. such return has been agreed in writing by the Supplier's returns department, who may provide the Customer with a returns reference number;

该退货已获得供应商退货部门的书面同意，供应商可向客户提供退货参考编号；

6.1.2. the Customer pays to the Supplier the handling charge specified by the Supplier;

客户向供应商支付供应商规定的手续费；

6.1.3. the Customer arranges at its own expense for the relevant Goods to be returned to such location as the Supplier may specify, accompanied by a consignment note quoting any returns reference number; and 客户自费安排将相关货物退回至供应商指定的地点，并随附一份注明退货编号的托运单；且

6.1.4. the Goods are returned in the same condition as they were in when delivered by the Supplier, and are fit for resale by the Supplier.

退还货物的状态与供应商交付货物时的状态相同，且适合由供应商转售。

6.2. Unless the Goods are defective (meaning that warranty set out in clause 5.1), the Supplier will not accept the return of personalised or bespoke Goods.

除非货物存在缺陷（指货物不符合第 5.1 条中规定的保证），否则供应商将不接受个性化或定制货物的退货。

6.3. Where the Supplier agrees that the Customer may return the Goods, and the Customer complies with the obligations pursuant to clauses 6.1.2, 6.1.3 and 6.1.4, then only that part of the Order which relates to the Goods so returned shall be deemed to be cancelled.

如果供应商同意客户退货，且客户遵守了第 6.1.2, 6.1.3 和 6.1.4 条规定的义务，则订单中仅与退货有关的部分应视为被取消。

6.4. Save as provided in this clause, no Order may be cancelled by the Customer except with the written agreement of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), cost, damages, charges and expenses incurred by the Supplier as a result of cancellation.

除本条规定外，客户不得取消订单，除非经供应商书面同意，且客户应就供应商因取消订单而产生的所有损失（包括利润损失）、成本、损害、费用和开支向供应商作出全额赔偿。

7. Samples 样品

Where the Customer requests (and the Supplier agreed to provide) samples of Goods, the Supplier shall be entitled to invoice the Customer the full price of such samples upon dispatch. Such invoice will be credited provided that the Customer returns the relevant items at its own expense in unused and undamaged condition within 30 (thirty) days of delivery. If the relevant items are not so returned, the Customer will become immediately liable to pay the amount invoiced.

如果客户要求（且供应商同意提供）货物样品，供应商应有权在发货时向客户开具该等样品的全价发票。如果客户在交货后 30（三十）天内自费退回未使用和未损坏的相关物品，则该发票将记入贷方。如果客户未退回相关物品，则应立即支付发票金额。

8. Title and risk 所有权和风险

8.1. The risk in the Goods shall pass to the Customer on completion of delivery.

货物的风险应在交货完成时转移给客户。

8.2. Both legal and beneficial ownership (“Title”) to the Goods shall not pass to the Customer until the earlier of:

货物的法定所有权和实际所有权（“所有权”）应在以下较早日期之前移交给客户：

8.2.1. the Supplier receives payment in full of the whole price (principal amounts and incidentals) (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case Title to the Goods shall pass at the time of payment of all such sums; or

供应商收到货物及供应商向客户供应的任何其他货物的全部价款（本金及附带费用）的全额付款（现金或清算资金），在此情况下，货物的所有权应在所有该等款项支付时转移；且。

8.2.2. the Customer resells the Goods, in which case Title to the Goods shall pass to the Customer at the time specified in clause 8.4.

客户转售货物，在这种情况下，货物的所有权应在第 8.4 条规定的时间转移给客户。

8.3. Until title to the Goods has passed to the Customer, the Customer shall:

在货物所有权转移给客户之前，客户应

8.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier’s property;

将货物与客户持有的所有其他货物分开存放，使其易于识别为供应商的财产；

8.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

不得移除、污损或遮盖货物上或与货物有关的任何识别标记或包装；

8.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

保持货物处于令人满意的状态，并自交货之日起为货物投保全价险；

8.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1;
如果发生第 10.1 条所列的任何事件，应立即通知供应商；

8.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time and

向供应商提供供应商可能不时要求的与货物有关的信息；并且

8.3.6. hold the Goods on a fiduciary basis as the Suppliers bailee.

作为供应商的受托人受托持有货物。

8.4. Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

根据第 8.5 条，在客户付款后、所有权转移前，客户可以在其正常经营过程中转售或使用货物（但不得以其他方式）。但是，客户如在此之前转售货物则：

8.4.1 it does so as principal and not as the Supplier's agent; and

客户是作为单独主体而不是作为供应商的代理人转售货物；并且

8.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs

货物的所有权应在客户转售发生之前立即从供应商转移给客户。

8.5. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy the Supplier may have:

如果在货物所有权转移给客户之前，客户受到第 10.1 条所列任何事件的影响，则在不限限制供应商可能拥有的任何其他权利或补救措施的前提下：

8.5.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

客户转售货物或在其正常业务过程中使用货物的权利立即终止；并且

8.5.2. the Supplier may at any time:

供应商可随时：

8.5.2.1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

要求客户交付其拥有的尚未转售或不可撤销地融入另一产品的所有货物；并且

8.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

如果客户未能及时这样做，则进入客户或任何第三方存放货物的任何场所，以收回货物。

9. Price and payment 价格和付款

9.1. The price of the Goods shall be:

货物的价格应为：

9.1.1. the price confirmed in the Seller's order acceptance referred to in clause 2.3 , or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery; plus

第 2.3 条中提及的卖方订单接受书中确认的价格，或者，如果没有报价，则为供货之日供应商公布的有效价目表中规定的价格；

9.1.2. any small order charge which is payable in accordance with the provisions set out in the Supplier's price list from time to time.

根据供应商不时列出的价目表规定应支付的任何小订单费用。

9.2. The price of the Goods includes delivery to the Delivery Location via commercial courier nominated by the Seller, using standard delivery service. Where the Customer requests, and the Supplier agrees to provide, a special delivery service, the Supplier shall notify the Customer of the additional cost and the price of the Goods shall be increased accordingly.

货物的价格包括通过卖方指定的商业快递使用标准送货服务送货至交货地点。如果客户要求且供应商同意提供特殊的送货服务，供应商应将额外费用通知客户，且货物价格应相应提高。

9.3. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

供应商可在交货前任何时候向客户发出通知，提高货物的价格，以反映由于下列原因导致的货物成本的任何增加：

9.3.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, imposition of tariffs, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

超出供应商控制范围的任何因素（包括外汇波动、关税征收、税费增加以及劳动力、材料和其他制造成本的增加）；

9.3.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

客户要求更改交货日期、订购货物的数量或类型或规格；或

9.3.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

因客户的任何指示或客户未能向供应商提供充分或准确的信息或指示而造成的任何延误。

9.4. The price of the Goods includes amounts in respect of taxes (including but not limited to value added tax (VAT)), payable in China.

货物的价格包含税款（包括但不限于增值税 (VAT)），税款应在中国支付。

9.5. The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

供应商可在交付完成时或交付完成后的任何时间就货物向客户开具发票。

9.6. The Customer shall pay for the Goods in full and in cleared funds prior to delivery, unless clause 9.7 applies.

除非第 9.7 条适用，否则客户应在交货前以清算资金全额支付货款。

9.7. Where:

如果：

9.7.1. the Customer has an approved credit account with the Supplier; and

客户在供应商处拥有经批准的信用账户；且

9.7.2. the price of the Goods, when added to the total of all other sums for the time being due from the Customer to the Supplier, falls within the credit limit on such approved account, the Customer shall pay the invoice in full and in cleared funds no later than 30 days (unless a different payment period is agreed to in writing by the Supplier) following the end of the month in which the invoice is rendered.

货物的价格与客户当时应付给供应商的所有其他款项的总额相加在该核准账户的信用额度之内；则客户应在发票开具当月结束后的 30 天内（除非供应商书面同意不同的付款期限）以清算后的资金全额支付发票款项。

9.8. The Supplier reserves the right to request a deposit (in such amounts as the Supplier deems reasonable) from the Customer as a guarantee for the Customers performance of the Contract.

供应商保留要求客户支付押金（金额为供应商认为合理的金额）的权利，作为客户履行合同的担保。

9.9. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

付款应支付至供应商书面指定的银行账户。付款时间至关重要。

9.10. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then;

如果客户未能在付款到期日前向供应商支付合同项下的任何应付款项，则：

9.10.1 the Customer shall pay interest on the overdue amount at the rate of 4 times the one-year Loan Prime Rate of the Bank of China at the time of signing the Contract. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount;

客户应按合同签订时中国银行一年期贷款市场报价利率的 4 倍支付逾期款项的利息。利息应从到期日起按日累计，直至实际支付逾期金额为止。客户应将利息与逾期金额一并支付；

9.10.2. the Supplier may recover from the Customer all costs, expenses and other liabilities (including legal costs on a full indemnity basis) that the Supplier incurs in obtaining payment of sums due.

供应方可向客户追偿其为获得应付款项的支付而产生的所有成本、费用和其他责任（包括全额赔偿基础上的法律费用）。

9.11. Without the requirement to give prior notice to the Customer, the Supplier may at its absolute discretion withdraw any discount arrangements that are generally applied to purchases made by the Customer.

在无需事先通知客户的情况下，供应商可自行决定撤销任何普遍适用于客户采购的折扣安排。

9.12. Without the requirement to give prior notice to the Customer, the Supplier may at its absolute discretion cancel any previously approved credit account or reduce the credit limit on such account.

在无需事先通知客户的情况下，供应商可自行决定取消任何先前批准的信用账户或降低该账户的信用额度。

9.13. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

客户应全额支付合同项下的所有应付款项，不得进行任何抵销、反诉、扣减或预扣（法律规定的扣减或预扣除外）。在不限制其可能拥有的任何其他权利或补救措施的前提下，供应商可随时将客户欠其的任何款项与供应商应付客户的任何款项进行抵销。

10. Termination 终止

10.1. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

在不限制其其他权利或补救措施的前提下，在下列情况下，供应商可以书面通知客户立即终止产品购销合同：

10.1.1 the Customer commits a material breach of any term of these Conditions and the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

客户严重违反本文件条款或产品购销合同的任何条款，且（如果该违约行为是可以补救的）未能在收到书面通知后 30 天内对该违约行为进行补救；

10.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

客户采取任何与下列有关的步骤或行动：进入行政管理、临时清算或与债权人达成任何和解或安排（与有偿付能力的重组有关的除外）、清盘（无论是自愿清盘还是法院命令清盘，除非是为了有偿付能力的重组）、对其任何资产指定接管人或停止开展业务，或者，如果该步骤或行动是在另一司法管辖区采取的，则与相关司法管辖区的任何类似程序有关；

10.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

客户暂停、威胁暂停、停止或威胁停止开展其全部或大部分业务；或

10.1.4. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

客户的财务状况恶化，以致供应商认为客户充分履行合同项下义务的能力受到威胁。

10.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1.1 to clause 10.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

在不限制其其他权利或补救措施的前提下，如果客户发生第 10.1.1 条至第 10.1.4 条所列的任何事件，或供应商有理由相信客户即将发生任何事件，或如果客户未能在付款到期日支付本合同项下的任何应付款项，供应商可暂停根据本合同或客户与供应商之间的任何其他合同提供货物。

10.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

在不限制其其他权利或补救措施的前提下，如果客户未能在付款到期日支付本合同项下的任何到期金额，供应商可以通过向客户发出书面通知的方式立即终止本合同。

10.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

产品购销合同因任何原因终止时，客户应立即向供应商支付所有未支付的供应商发票款项及利息。

10.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

产品购销合同的终止不应影响双方在合同终止时应享有的任何权利和救济，包括就合同终止之日或之前存在的任何违约行为提出损害赔偿要求的权利。

10.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

产品购销合同中任何明示或暗示在合同终止时或终止后生效或继续有效的条款，仍应完全有效。

11. Limitation of liability 责任限制

11.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

本文件条款中的任何条款均不限制或排除供应商对以下情况的责任

11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

因其疏忽或其雇员、代理人或分包商（如适用）的疏忽造成的死亡或人身伤害；

11.1.2. fraud or fraudulent misrepresentation;

欺诈或欺诈性虚假陈述；

11.1.3. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

供应方排除或限制责任为非法的任何事项。

11.2. Subject to clause 11.1: 在不违反第 11.1 条的前提下

11.2.1. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

供应方在任何情况下均不对客户承担因合同、侵权行为（包括过失）、违反法定义务或其他原因而导致的任何利润损失或任何间接或后果性损失的责任；且

11.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

供应方就本合同项下或与本合同有关的所有其他损失对客户承担的全部责任，不论是合同责任、侵权责任（包括过失）、违反法定义务或其他责任，在任何情况下均不得超过货物的价格。

12. Sanctions 制裁

Customer hereby represents and warrants that:

客户特此声明并保证：

12.1. the Customer is not included on any list of restricted entities, persons or organisations published by China, any member state of the European Union, the United States of America government, the United Nations or other applicable national governments (collectively, the "Sanctions Lists") and neither is it owned or controlled by a person or entity which is included on such Sanctions Lists. The receipt and/or the transportation and/or the delivery of the Goods to its intended destination and/or end users will not constitute a breach or violation by the Supplier of any applicable laws and regulations including sanction/embargo/export control laws (including China, those of the European Union, the United States of America and the United Nations, where applicable) and will also not expose us to any sanction or penalty imposed by any state, country, international governmental organization or other competent authority.

客户未被列入由中国、欧盟任何成员国、美利坚合众国政府、联合国或其他适用的国家政府公布的任何受限制实体、个人或组织名单（统称“制裁名单”），也未被列入此类制裁名单的个人或实体所拥有或控制。接收和/或运输和/或向其预定目的地和/或最终用户交付货物不会构成供应商违反或违背任何适用法律和法规，包括制裁/禁运/出口管制法律（包括适用的中国、欧盟、美国和联合国的法律），也不会使我方受到任何国家、民族、国际政府组织或其他主管当局任何制裁或处罚。

13. Force majeure 不可抗力

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. The affected party shall immediately notify the other Party on the date of the occurrence of the Force Majeure Event, if

the period of delay or nonperformance continues for 4 weeks (from date of notification), the party not affected may terminate this Contract by giving 14 days written notice to the affected party.

如因不可抗力事件导致延迟履行或未能履行产品购销合同项下的任何义务，任何一方均不构成对本合同的违反，也不承担任何责任。受影响的一方应当在该不可抗力情形发生之日立即通知另一方，如果延迟或不履行的时间持续 4 周（从通知之日起算），未受影响的一方可向受影响的一方发出 14 天的书面通知，终止本合同。

14. Restriction on Online Marketplace Selling 限制在线市场销售

14.1 The Parties agree that the Customer is required to request consent in writing from the Supplier in advance of selling the Goods on any third party online marketplace website, to include – but not limited to – Taobao.com, JD.com, Amazon.com, or any of its international domains such as Amazon.co.uk, Amazon.Ca etc, E-Bay or any equivalent or materially similar website (“Marketplace Site”). Such permission may be granted at the absolute discretion of the Supplier. In the event that Customer sells any of the Goods to any third-party company, entity or individual customer for further sale by said third party or subsequent parties, Customer will ensure the terms of this clause (or materially equivalent terms) are included in the terms of conditions of the agreement with said third party. It shall be a matter for the Customer to ensure that said third party (or any other third party thereafter) does not place the goods for sale on a Marketplace Site without the prior written consent of the Supplier. In the event that the Goods are placed on a Marketplace Site by the Customer or a third party without prior written consent from the Supplier, the Supplier shall be entitled at its discretion to terminate the Contract and refuse to allow the Customer, its Subsidiaries, Affiliates or group companies to purchase any further Goods in the future.

双方同意，客户在任何第三方在线市场网站上销售货物之前，包括 - 但不限于 - 淘宝、京东、亚马逊或其任何国际域名（如 Amazon.co.uk、Amazon.Ca 等）、E-Bay 或任何同等或实质上类似的网站（“市场网站”），应事前向供应商申请书面同意。供应商有绝对的自主权可决定是否授予其该许可。如果客户将任何货物出售给任何第三方公司、实体或个人客户，供上述第三方或后续方进一步销售，客户将确保本文件条款（或实质上等同的条款）包含在与上述第三方的协议条款中。客户应确保上述第三方（或其后的任何其他第三方），在未得到供应商的事前书面同意前，不得将货物放在市场网站上销售。如在未得到供应商的事前书面同意前，货物被客户或第三方放在市场网站上，供应商有权自行决定终止合同，并拒绝客户、其子公司、关联公司或集团公司在未来购买任何其他货物。

14.2 The Parties agree that any breach by the customer of clause 14.1 shall be a material breach of the Contract and shall entitle the Supplier at its sole discretion to terminate the Contract in accordance with clause 10, and further to refuse to permit the customer to make any further order of Goods in the future.

双方同意，客户对第 14.1 条的任何违反均构成对产品购销合同的重大违反，供应商有权自行决定根据第 10 条终止本合同，并有权拒绝客户今后的任何进一步货物订单。

14.3 This clause 14 shall survive any termination of the Contract.

本第 14 条在产品购销合同终止后继续有效。

15. Prohibition on Registering Domain Names or websites 禁止注册域名或网站

15.1 The Customer is strictly prohibited from registering, or attempting to register any domain name or website related to the Portwest brand in the Customer’s territory or any other territory. In the event that it transpires that the Customer or any party acting on the behalf of the Customer registers a Portwest domain name, or a domain or website which redirects users from a Portwest domain or website address to another

website, the Customer will assign said domain name or website address on request from the Supplier immediately when asked to do so at no cost.

严禁客户在其所在地区或任何其他地区注册或试图注册任何与 Portwest 品牌相关的域名或网站。若客户或代表客户行事的任何一方注册了 Portwest 域名，或注册了将用户从 Portwest 域名或网站地址重定向至另一网站的域名或网站，则客户应立即应供应商的要求免费转让上述域名或网站地址。

15.2 The Customer is strictly prohibited from registering, or attempting to register any other Intellectual property, including trademarks, related to the Portwest brand or any Portwest sub-brands either in the Customer's territory or any other territory. In the event that it transpires that the Customer or any party acting on the behalf of the Customer registers any Portwest intellectual property, including trademarks relating to the Portwest brand and/or sub-brands without the express written authority in advance of the Supplier, then the Customer will assign or procure the assignment of said intellectual property to the Supplier immediately on request to do so at no cost.

客户严禁在其所在地区或任何其他地区注册或试图注册任何其他与 Portwest 品牌或任何 Portwest 子品牌相关的知识产权，包括商标。如果客户或代表客户行事的任何一方未经供应方事先明确书面授权而注册任何 Portwest 知识产权，包括与 Portwest 品牌和/或子品牌相关的商标，则客户应立即将上述知识产权免费转让给供应方或促使其转让给供应方。

15.3 This clause 15 shall survive any termination of the Contract.

产品购销合同终止后，本第 15 条继续有效。

16. Packaging and labelling obligations of the Customer 客户的包装和标签义务

16.1 Subject to clause 16.2 below, the Customer is entirely responsible for adhering to and complying with the packaging obligations of the Goods in the territory or territories the Customer distributes the Goods in. This shall include any obligations under the laws of the said territory or territories requiring the packing of the Goods to be recycled, or packaged in a manner bearing certain labelling or recycling instructions. The Customer shall be responsible for any local packaging taxes.

在不违反下文第 16.2 条规定的情况下，客户完全有责任在其分销货物的一个或多个地区遵守和履行货物的包装义务。这应包括上述一个或多个地区的法律规定的任何义务，这些法律要求对货物的包装进行回收，或以带有某些标签或回收说明的方式进行包装。客户应负责当地的任何包装税。

16.2 The above clause 16.1 shall not apply in territories where the Supplier itself places its Goods directly on the market being Poland and the United Kingdom.

16.2 上述第 16.1 条不适用于供应商将其货物直接投放市场的地区，即波兰和英国。

16.3 This clause 16 shall survive any termination of the Contract.

16.3 本第 16 条在产品购销合同终止后继续有效。

17.General 一般条款

17.1. Assignment and other dealings 转让和其他交易

17.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

供应商可随时转让、转移、抵押、收取、分包或以其他方式处理其在合同项下的全部或任何权利或义务。

17.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

未经供应方事先书面同意，客户不得转让、转移、抵押、收取、分包、宣布信托或以任何其他方式处理合同项下的任何或全部权利或义务。

17.2. Entire agreement 完整性

17.2.1 The Supplier and the Customer enter into a separate Contract pursuant to these Conditions, the Contract forms part of these Conditions, and constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

By signing the Contract, the Supplier and the Customer are deemed to have accepted to be bound by these Conditions, which shall take effect for both parties. In the event of a conflict between these Conditions and the Contract, the Contract shall prevail.

供应商与客户依据本文件条款订立单独的产品购销合同，本文件条款与产品购销合同构成双方之间的完整协议，并取代和消除双方之前就本合同标的达成的所有书面或口头协议、承诺、保证、担保、陈述和谅解。

供应商与客户签署产品购销合同后，即认为双方接受本文件条款的约束，本文件条款对双方生效。本文件条款与产品购销合同冲突的，以产品购销合同为准。

17.2.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

各方同意，对于本协议中未列出的任何声明、陈述、保证或担保（无论是否出于善意或疏忽），各方均不享有任何补救措施。各方同意，不得根据本协议中的任何声明对无辜或疏忽的失实陈述或疏忽的误述提出索赔。

17.3. Variation 变更

No variation of this Contract shall be effective unless it is (i) in writing and signed by the parties (or their authorised representatives), or (ii) notified to the Customer by the Supplier through its website and accepted by the Customer by indicating such acceptance through the website as therein provided.

本合同的任何变更，除非(i)以书面形式作出，并经双方（或其授权代表）签署，或(ii)由供应商通过其网站通知客户，并由客户通过网站表示接受，否则一律无效。

17.4. Waiver 放弃

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

一方未能或延迟行使合同或法律规定的任何权利或救济，不构成对该权利或任何其他权利或救济的放弃，也不妨碍或限制对该权利或任何其他权利或救济的进一步行使。单次或部分行使该权利或补救措施不得阻止或限制进一步行使该权利或任何其他权利或补救措施。

17.5. Severance 分割

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any

modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

如果合同的任何条款或部分条款无效、不合法或无法执行，则应将其视为修改到使其有效、合法和可执行所需的最低限度。如果无法修改，则应视为删除相关条款或部分条款。根据本条款对条款或部分条款的任何修改或删除均不影响合同其余部分的有效性和可执行性。

17.6. Notices 通知

17.6.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

根据合同或与合同有关向一方当事人发出的任何通知或其他通信均应以书面形式发出，地址为该当事人的注册办事处（如为公司）或主要营业地（如为其他情况），或该当事人根据本条款以书面形式向另一方当事人指定的其他地址，并应亲自送达、通过预付邮资的一等邮件或其他下一个工作日投递服务、商业快递或传真或电子邮件发送。

17.6.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.6.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

通知或其他通信应在以下时间视为已收到：如果亲自递送，则应交付于第 17.6.1 条所述的地址；如果通过预付邮资的一等邮件或其他下一个工作日的递送服务寄出，则应在寄出后第二个工作日的上午 9 时视为已收到；如果通过商业快递递送，则应在快递员签收的日期和时间视为已收到；如果通过传真或电子邮件发送，则应在发送后一个工作日视为已收到。

17.6.3 The provisions of this clause shall apply to the service of any proceedings or other documents in any legal action.

本条款的规定适用于任何法律诉讼程序或其他文件的送达。

17.7. Third party rights 第三方权利

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

除本合同一方及其允许的受让人外，其他任何人无权执行本合同的任何条款。

17.8. Governing law 适用法律

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the Chinese Law.

本合同以及因本合同或其标的物或其订立而产生的或与之相关的任何争议或索赔（包括非合同争议或索赔）应受中国法律管辖，并按中国法律解释。

17.9. Jurisdiction 管辖权

Each party irrevocably agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation shall be resolved by negotiation between the parties, **or failing such negotiation, may be sued in the People's Court with jurisdiction at the Supplier's place of registration.**

各方不可撤销地同意，因本合同或其标的物或其形成而产生的或与之相关的任何争议或索赔（包括非合同争议或索赔），双方应协商解决，**协商不成的，可起诉至供应商注册地有管辖权的人民法院。**