

## DB Fasteners (China) Ltd.

### 邓肯勃紧固件（上海）有限公司

## General Terms and Conditions

### 通用条款和条件

1. Preamble: Our General Terms and Conditions shall exclusively apply to all contracts between DB Fasteners (China) Ltd. (hereafter called DB Fasteners) and our customers. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement revising the Terms and Conditions as set forth here shall be in writing and can only be approved by the General Manager of DB Fasteners.

前言：我司的通用条款和条件仅适用于邓肯勃紧固件（上海）有限公司（以下称为邓肯勃）与客户签订的所有合同。如果买方的任何条件或条款与本通用条款和条件存在冲突，该条件或条款将不应适用。如果此处列出的条款和条件被任何协议所修改，则该协议必须是书面的，且必须获得邓肯勃总经理的批准。

1. Terms of Delivery:

交付条款：

- a) Point of Delivery: Unless otherwise specified in the contract the Point of Delivery shall be ex-works the DB Fasteners warehouse in Shanghai.

交付地点：除了合同中另有规定外，交付地点应是在上海的邓肯勃仓库，进行工厂交货。

- b) Delivery Date: All Delivery & Shipping Dates are estimates only. DB Fasteners is not liable for delays caused by manufacturing delays, customs inspections delays, strikes, unforeseen events, etc.

交付日期：所有交付和运输日期仅是预估的。邓肯勃不对制造延误、海关检查延误、罢工、不可预见事件等造成的延误承担责任。

- c) If DB Fasteners has quoted inventory as "Subject to Prior Sale" and said inventory is outside of DB Fasteners' control (i.e. factory or another distributor) then DB Fasteners has two business days to rescind the contract in the event the inventory is not available by the time DB Fasteners places PO with Vendor.

如果邓肯勃将库存引述为“以出售优先为条件”，且上述库存在邓肯勃控制之外（即在工厂或其它经销商），并且如果在邓肯勃向供货商发出采购订单之前没有可提供的库存，则邓肯勃可以在两个工作日内取消合同。

- d) Buyer Deferred Delivery: Unless otherwise specified Buyer may defer delivery to a maximum of 30 days from the later of a) expected Delivery Date or b) products available to be shipped date.

买方的推迟交付：除了另有规定外，买方可以推迟交付，最多 30 天，起算日期以这两种情况中较晚的为准 a) 预计的交付日期、或 b) 可提供产品的运输日期。

2. **Transfer of Title:** Transfer of Title occurs at the Point of Delivery as specified in the contract.  
所有权转移：所有权在合同约定的交付地点转移。
3. **Terms of Payment:** Payment shall be in RMB deposited into DB Fasteners' "basic" bank account.  
支付条款：应以人民币将付款汇入邓肯勃的银行基本账户。
4. **Credit Terms:** If DB Fasteners has agreed to give Buyer credit the terms will consist of both a time limit (i.e. 30 days) and a liability limit (i.e. 50,000 RMB) and is specified on the Sales Contract. DB Fasteners reserves the right to cancel credit if at any time Buyer violates the contract terms, including but not limited to DB Fasteners enforcing delivery by way of legal action.  
赊账条款：如果邓肯勃已同意对买方赊账，赊账条款包含时间限制（比如 30 天）和金额限制（比如人民币 50,000 元），且在销售合同中列明该条款。如果买方在任何时候有违约行为，邓肯勃保留取消赊账的权利，包括但不限于邓肯勃通过法律行动执行交付。
5. **Quality:** Quality shall be determined in accordance with the following provision (whichever is appropriate):  
质量：应依据下列规定确定质量（以合适的为准）：
  - a) **Consensus Standard:** GB, ISO, DIN, SAE, etc.  
统一标准：GB、ISO、DIN、SAE 等。
  - b) **Agreed upon PPAP Documents and/or drawings as communicated and agreed between Buyer and DB Fasteners.**  
根据买方和邓肯勃的交流和约定，一致同意的 PPAP(生产件批准程序)文件和/或图纸。
  - c) **Manufacturer's specifications as communicated by Manufacturer.**  
制造商告知的制造商规格。

Any complaint about quality shall be received in 10 days of delivery or it is assumed the parts were acceptable. When reporting quality problems Buyer must provide the relevant traceability information (lot number, shipping date, etc.) for DB Fasteners to provide original manufacturer.

买方需在收货后 10 内提出质量问题，否则视为验收合格。买方在提出质量问题的同时，必须提供相关可追溯的信息（批次号，发货日期等等），这样邓肯勃能向原制造商提供相关信息。

***DB Fasteners has no Warranty or Liability for Buyer imposed quality criteria.***

**邓肯勃不对买方施加的质量标准做出保证或承担责任。**

6. Packaging: Products are packaged by weight and a volume discrepancy of +/- 5% is considered acceptable. DB Fasteners will consider special packing instructions upon request (price to be determined) otherwise DB Fasteners will choose the packaging. **Any complaint about quantity delivered shall be received within 10 days of delivery or it is assumed all parts were delivered correctly.**

包装：产品是按照重量包装的，+/- 5%的重量差异被视为是可接受的。邓肯勃会在要求时考虑特殊包装指示（价格待定），否则，邓肯勃会选择非特殊包装。**邓肯勃应在交付后 10 天内收到关于交付数量的任何投诉，否则，邓肯勃假设所有零件是正确地交付的。**

7. Warranty: DB Fasteners (China) Ltd. warrants that the products sold to buyer meet the relevant Quality specifications and be free from defects in material and workmanship at the time of delivery. DB Fasteners is responsible for resolving warranty problems with the actual manufacturer on behalf of Buyer (length of warranty varies from vendor to vendor and product to product).

保证：邓肯勃紧固件（上海）有限公司保证向买方出售的产品符合相关质量规格，且在交付时不存在任何材料缺陷和工艺缺陷。邓肯勃负责代表买方和实际制造商共同解决相关保证问题（保证期间的长度随着供货商和产品的不同而不同）。

**Seller makes NO warranty that the products are suitable for a particular purpose or application. Furthermore, warranty is void if the Buyer a) installs the products incorrectly, b) uses the tooling incorrectly or c) modifies the products without written consent from DB Fasteners.**

**卖方不对产品适合于特定目的或应用做出保证。而且，如果买方 a) 不正确地安装产品，b) 不正确地使用工具，或 c) 未经邓肯勃书面同意，修改产品，则保证无效。**

8. Liability: Liability for damages is no more than the value of the defective products. Products shall be returned to DB Fasteners to verify the products are defective. If necessary, an accredited 3<sup>rd</sup> party inspection agency of DB Fastener's choosing shall arbitrate if the products are defective or not.

责任：产品损害的赔偿责任不应超出有缺陷产品的价值。买方应将产品退还给邓肯勃，以验证产品是否存在缺陷。如果必要，邓肯勃将选择一家经认证的第三方检验机构应做出产品是否存在缺陷的认定。

9. Acceptance Terms: DB Fasteners shall present contract to Buyer via email or Corporate WECHAT and Buyer within 24 hours from the time sent to sign, chop and send back to Seller. All contracts shall be sent by DB Fasteners from a) DB Fasteners fax a) DB Fasteners corporate email ([employee@dbfasteners.com](mailto:employee@dbfasteners.com)) or b) DB Fasteners corporate WECHAT account. Buyer must return accepted contract by these same channels.

接受条款：邓肯勃应通过电子邮件或企业微信向买方发出合同，买方在从发出时间起 24 小时内签署合同、在合同上盖章和将合同返还给卖方。邓肯勃应从 a)其公司电子邮件 ([employee@dbfasteners.com](mailto:employee@dbfasteners.com)) 或 b)其企业微信账户发出所有合同。买方必须通过这些相同的渠道返还其接受的合同。

In the event DB Fasteners accepts Buyer's contract or purchase order these General Terms and Conditions shall be interpreted as an attachment to the contract and still apply.

如果邓肯勃接受了买方的合同或采购订单，本通用条款和条件作为合同附件仍然适用。

10. Buyer understands and agrees that in addition to Chinese laws DB Fasteners also follows the U.S. FCPA and U.S Export Restrictions laws. Buyer agrees to respect these laws as it pertains to any products purchased from DB Fasteners.

买方理解和同意，除了中国法律外，邓肯勃还遵守美国《海外反腐败法》（FCPA）和美国《出口限制法》。买方同意遵守与从邓肯勃购买的任何产品有关的这些法律。

11. Dispute Location: In the event of a dispute all claims are to be settled in the district of Minhang court, Shanghai city.

争议解决地点：如有任何争议，双方同意选择市闵行区人民法院管辖。

12. Severability: In the event one or more of the clauses above are legally invalid the validity of the remaining clauses of this General Term and Conditions remains unaffected.

独立性：如果上面的一个或多个条款在法律上是无效的，本通用条款和条件的其余条款的有效性不受影响。

13. If there is a difference in interpretation between the Chinese and English in this agreement the Chinese interpretation shall be used.

对本条款中英文翻译存在不同理解的，以中文版本为准。

Feb 13<sup>th</sup> 2023