

TERMS AND CONDITIONS OF SALE

销售条款

The terms set forth below shall be incorporated into the Order Confirmation entered into between your side (the Buyer) and API Heat Transfer (Suzhou) Co., Ltd., together with its subsidiaries and authorized distributors (collectively the Seller), and shall form an integral part of such Order Confirmation. Where the Order Confirmation contains separate written stipulations, such stipulations shall prevail. In the absence of special provisions therein, the present terms shall be legally binding upon both the Buyer and the Seller.

以下条款并入贵方（买方）与艾普尔换热器（苏州）有限公司及其子公司、授权经销商（卖方）之间的《订单确认书》，并构成《订单确认书》不可分割的组成部分。《订单确认书》另有书面约定的，从其约定，无特殊约定的，本条款对买卖双方均具有法律约束力。

1. **Acceptance and Binding.** All purchase orders are subject to acceptance at Seller's factory, and Seller shall have no liability until and unless they are so accepted. Sales representatives are not authorized to bind Seller. Clerical errors are subject to correction. Seller shall not be bound by any representations or warranties which are not expressly set forth in writing and signed by an authorized employee of Seller.

1. **订单接受与合同约束力。**所有采购订单均需经卖方审核接受后方生效，在卖方正式接受订单前，卖方不承担任何责任。卖方销售人员、业务代表无权代表卖方作出具有约束力的承诺。变更或保证。合同文书存在笔误、数字差错的，卖方有权单方修正。未经卖方授权负责人书面签字盖章的口头、单方书面陈述、承诺、保证，均不对卖方产生法律约束力。

2. **Prices and Taxes.** Unless otherwise acknowledged by Seller in writing: (i) Seller may adjust selling prices due to raw material costs and market fluctuations; (ii) Settlement prices are governed by the Order Acknowledgment; (iii) Absent special agreement, delivery is at Seller's factory for Buyer self-pickup; (iv) All quotations in the Order Acknowledgment are tax-inclusive.

2. **价格、税费、交货方式。**除非卖方另行书面确认：

- （1）卖方有权根据原料成本、市场变动等情况调整销售价格；
- （2）货物结算价格以订单确认为准；
- （3）订单无特别约定的，交货地点为卖方工厂，买方上门取货；
- （4）《订单确认书》所列产品报价为含税价。

3. **Terms of Payment.** Terms of payment shall be as stated in the Order Acknowledgment. In the event payment is not made promptly when due, Buyer agrees to pay a penalty at the rate of 0.05% per day from the due date.

Partial shipments on quantity orders shall be deemed a separate and independent contract for billing.

Buyer shall bear all costs incurred by Seller for debt recovery, including but not limited to attorney fees, litigation costs, preservation fees and travel expenses.

Under no circumstances, the terms of payment should be linked to an expected date of payment of a customer of the Buyer.

If Seller is prepared to make shipment, and Buyer delays delivery, terms of payment shall apply as though delivery had been effected as of the date that Seller was prepared to make shipment.

3. **付款条件。**付款期限以《订单确认书》载明内容为准。若买方未按期足额付款，自到期日起，买方需按未付金额万分之五/日承担逾期付款违约金。

批量订单分批发货的，每一批次均视为独立合同单独结算。

卖方为催收货款产生的全部费用（包括但不限于律师费、诉讼费、保全费、差旅费等）均由买方承担。

付款期限不得与买方下游客户的预期付款日期挂钩。

若卖方已备好货物待发货，但买方要求延迟交付，付款期限仍按卖方原定期限起算，且卖方有权要求买方支付仓储费用。

4. **Credit Approval.** Shipment of goods under the Order Acknowledgment shall be subject to continuous approval by Seller's risk control department. If Seller verifies that Buyer's credit status has significantly deteriorated, including without limitation overdue large mature debts, judicial seizure/freezing/preservation of major assets, material litigation or enforcement cases, suspended operation or insolvency, Seller reserves the right to refuse shipment at any time unless Buyer pays in advance, provides security or accepts transaction terms acceptable to Seller.

4. **信用审批。**《订单确认书》项下货物的发货，全程需经卖方风控部门审批通过。若卖方经核查发现买方资信状况显著恶化，包括但不限于买方出现大额到期债务逾期、主要资产被司法查封 / 冻结 / 保全、涉及重大诉讼或执行案件、经营停滞、丧失清偿能力等情形，卖方有权随时拒绝发货，除非买方预先支付货款、提供担保，或接受卖方认可的交易条件。

5. **Shipment.** Shipping dates are approximate and may be contingent upon the prompt receipt from Buyer of drawing and data approval, or written release for

procurement and fabrication. Seller shall have no liability for delays in delivery. All shipments from the factories of Seller are made in accordance with freight terms determined in the Order Acknowledgement. Method and route of shipment are at Seller's discretion, unless Buyer supplies explicit instructions that are accepted by Seller in writing.

Risk of Loss Passing Rule: The risk of loss shall pass to the Buyer as of the date when the Seller notifies the Buyer that the goods are ready for collection.

The Buyer's acceptance of the goods shall constitute a waiver of all claims arising out of delayed delivery.

5. **发货条款。**发货日期仅为预估，能否按期发货取决于买方是否及时提供图纸、完成技术资料确认，或出具采购、生产书面放行通知。卖方不对交货延误承担任何责任。卖方工厂所有货物的运输条款以《订单确认书》约定为准。除非买方出具书面运输特殊要求且卖方书面同意，否则运输方式、运输路线由卖方自行决定。

货物风险转移规则：自卖方通知可提货之日起，风险转移至买方。

买方签收货物，即视为放弃所有延期交货索赔权利。

6. **Export Control.** Buyer ensures that any deliverable under the purchase order or method of transportation will not be reshipped to any locations which are restricted or prohibited by any export control laws or regulations.

The Buyer shall indemnify the Seller against all losses resulting from unauthorized reshipment or unauthorized use of the Goods, including fines, administrative penalties, third-party claims, litigation costs and attorneys' fees, and shall cover all costs expended by the Seller for asserting its rights.

To the extent that all or any part of this paragraph violates applicable or local law, this paragraph shall be enforced to the fullest extent as may be allowed by law.

6. **出口管制。**买方保证，订单项下所有货物、运输方式均不得转运至任何出口管制法规限制或禁止的地区。

违规转运、违规使用货物产生的罚款、行政处罚、第三方索赔、诉讼、律师费等全部损失，均由买方赔偿并承担卖方维权产生的全部开支。

若本条部分内容与当地适用法律冲突，本条在法律允许的最大范围内有效执行。

7. **Cancellation and Changes.** Buyer shall not arbitrarily cancel orders. If cancellation is required, Buyer shall bear all cancellation costs, including but not limited to Seller's invested materials, labor, processing costs, supporting service expenses, lost anticipated profits and all external liabilities arising from the Order. If Buyer requests changes to product specifications, technical standards or delivery schedule, Seller reserves the right to accept or reject such requests. Any approved change shall take effect only after both Parties renegotiate and adjust the product price and payment terms.

7. **订单取消与变更。**买方不得随意取消订单；如需取消，买方须承担全部取消费用（包括但不限于卖方已投入物料、人工、加工成本、配套服务支出、卖方预期利润损失等因该订单产生的所有对外负债）。

买方提出产品规格、技术、工期变更申请，卖方有权选择是否接受；如同意变更，双方须重新协商调整产品价格、付款条款后方可生效。

8. **Indemnity.** If the Goods under the Order Acknowledgment cause third-party personal injury or property loss while in the possession, custody or use of the Buyer or Buyer's successor-in-interest, all liabilities shall rest solely with the Buyer. The Buyer shall indemnify the Seller for all resulting losses, including but not limited to litigation fees, attorney fees and preservation fees, and hold the Seller harmless from all relevant legal liabilities.

8. **损失赔偿责任。**因《订单确认书》项下货物在买方或买方权利继承人占有、保管、使用期间，造成第三方人身伤害或财产损失的，全部责任由买方承担，因此对卖方造成损失的，卖方有权向买方追偿（包括但不限于诉讼费、律师费、保全费等），保障卖方免于承担任何相关法律责任。

9. **Indemnity for Infringement of Intellectual Property Rights.** Except as stipulated herein, Seller shall not be liable for any infringement of patents, trademarks, copyrights, trade dress, trade secrets or other similar intellectual property rights.

9. **知识产权侵权赔偿责任。**除本条约定外，卖方不对任何专利、商标、著作权、商业外观、商业秘密及同类知识产权侵权承担责任。

Where a third party claims the Goods under the Order Acknowledgment infringe its intellectual property rights and such infringement is confirmed by judicial authorities, Seller may elect any of the following remedies at its sole discretion:(i)Obtain legal authorization for Buyer's continued use of the Goods;(ii)Replace or modify the Goods to eliminate infringement;(iii)Accept returned Goods and refund payment after deducting reasonable depreciation.

卖方承担侵权赔偿的情形：若第三方主张《订单确认书》项下产品侵犯其专利、商标、著作权、商业外观、商业秘密（统称“知识产权”），经司法机关判定产品侵权，卖方有权自行选择以下任一方案：

- （1）为买方取得继续使用该产品的合法授权；
- （2）更换或修改产品，消除侵权情形；
- （3）同意退货，退还货款并扣除合理折旧费用。

Seller shall be exempt from liability for infringement claims arising from any of the following circumstances:(i)Claims based on materials supplied by Buyer;(ii)Goods fully or partially designed per Buyer's specifications;(iii)Infringement caused by Buyer's modification, combination with other equipment or use in supporting systems.

卖方免责情形：以下侵权索赔，卖方不承担任何责任：

- (1) 侵权依据来自买方提供的资料;
- (2) 产品全部或部分设计由买方指定;
- (3) 买方对产品进行改造、与其他设备组合、配套系统使用引发的侵权。

Seller reserves the right to recover all resulting losses from Buyer.

因此导致卖方损失的, 卖方有权向买方追偿。

This Clause constitutes Seller's sole and full liability for intellectual property infringement and Buyer's exclusive remedy for related claims.

本条为卖方就知识产权侵权承担责任的唯一、全部范围, 亦是买方主张侵权赔偿的唯一救济途径。

Counter-Indemnity Obligation of Buyer: If infringement claims stem from Buyer-supplied materials or Buyer-specified full/partial designs, Buyer shall conduct all defense work and indemnify Seller for all related costs, expenses and awarded damages.

买方反向赔偿义务: 若侵权索赔基于买方提供资料, 或产品全部/部分设计由买方指定, 则由买方自行承担抗辩工作, 并赔偿卖方因此产生的全部费用、开支、判决赔款。

10. **Installation, Initial Operation and Service, Lifting Devices.** All material shall be installed by and at the expense of Buyer. Should Buyer request the services of Seller, such service shall be rendered and charged at the established rate at the time of performing said service, plus all other expenses including travel, hotel bills and living expenses. Seller assumes no liability for Buyer's use or application of lifting devices attached to or installed on product or material provided by Seller. Lifting devices such as eye bolts, rings, loops, clips, etc. when permanently attached to component parts are intended to lift only those components to which they are attached. The Seller shall not be liable for any equipment damage, personal injury or death caused by the Buyer's improper use of lifting fittings. All risks arising from the Buyer's own operation and use of lifting equipment shall be borne solely by the Buyer.

10. **设备安装、试运行、现场服务及吊装装置**。所有设备的安装工作由买方负责, 相关费用由买方承担。

若买方申请卖方提供现场服务, 服务费按服务实施当日卖方公示标准收取, 另加差旅费、住宿费、生活补贴等全部实报实销开支。

卖方不承担买方使用、加装在卖方产品上的吊装装置引发的任何责任。

吊环螺栓、吊环、吊耳、卡扣等永久固定在零部件上的吊装件, 仅可用于吊装其附着的对应零部件, 买方违规使用起重配件造成设备损坏、人员伤亡的, 卖方不承担任何责任; 买方自行操作、使用吊装设备产生的全部风险由买方自负。

11. **Tooling.** Any tooling designed or produced by Seller in the manufacture of any product or material sold to Buyer shall remain the sole and exclusive property of Seller, unless the cost of designing and producing the tooling is paid by Buyer in which case such tooling shall be the sole and exclusive property of Buyer and shall be provided to Buyer upon completion of the work.

11. **模具所有权**。卖方为生产本订单产品设计、制作的模具, 所有权归卖方独有;

若模具设计、制作成本全部由买方支付, 则模具所有权归买方, 订单生产完毕后交付买方。

12. **Corrosion and Vibration.** Seller shall have no responsibility, without any exceptions, for the determination of any corrosion allowance in any equipment which it builds or quotes. This decision is the responsibility of Buyer. Accordingly, Seller shall not be responsible for loss or damage resulting from any failure to provide corrosion allowance or anti-corrosive materials, or from deterioration of any part of the equipment due to corrosion, erosion, flow induced tube vibration, or any other causes regardless of when such deterioration occurs. In addition, Seller shall not be responsible for excessive fouling of the equipment by material such as coke, silt, scale or any foreign substance that may be deposited.

If the Buyer has special requirements, it shall provide the equipment corrosion allowance, anti-corrosion scheme and anti-vibration design standards, which shall be separately agreed by both Parties in the Order Acknowledgment.

12. **腐蚀与振动相关免责**。卖方完全不负责设备腐蚀余量的核算(无例外), 该参数由买方自行确定。

因此, 因未预留腐蚀余量、未选用防腐材料, 或设备部件因腐蚀、冲蚀、流致管道振动、其他原因产生老化损坏, 无论损坏发生时间, 卖方均不承担质保、损失赔偿责任。

此外, 设备因积碳、淤泥、水垢或其他外来介质严重结垢造成故障的, 卖方亦不承担责任。

如买方有特殊要求, 应提供设备腐蚀余量、防腐方案、抗振动设计标准, 双方在订单中另行约定。

13. **Software Programs.** Computer software programs that may be included in material or products sold to Buyer have been designed to perform a given set of tasks as defined in the documentation provided and are offered AS IS. It is Buyer's responsibility to determine if the features of the software programs are suitable for Buyer's requirements and must confirm that the software programs operate correctly. Buyer understands that such software programs are of such complexity that they may have inherent defects and that Seller makes no warranty that all software features will perform correctly as supplied. For Seller's software utilizing automation servers, improper reading and writing data to the automation server can cause the automation server software to malfunction and may cause the

13. **配套软件免责。**产品附带配套软件按交付时现状提供，仅适配订单载明的指定功能。

买方需自行核实软件功能是否匹配自身需求，测试软件运行稳定性。

买方知悉软件结构复杂，本身可能存在固有缺陷，卖方不保证软件所有功能均可无故障运行。

针对搭载自动化服务器的卖方软件：违规读写服务器数据会导致服务器软件故障、服务器或读写程序崩溃，还可能造成服务器管控设备失灵。因违规读写服务器数据引发设备损坏、次生故障的，卖方不承担任何赔偿责任。

14. 有限质保。

14.1 卖方质保范围

(1) 发货时产品与《订单确认书》描述一致；

(2) 自发货之日起 12 个月内，产品不存在材料、工艺缺陷；

(3) 在采购订单载明、或卖方换热器规格单标注的设计工况下运行换热器，卖方保证换热器热力、机械性能达标。

上述质保为卖方向本订单产品提供的全部、唯一质保承诺。卖方不作出任何其他明示、默示保证。

所有其他法定或惯例推定质保（包括但不限于适销性、特定用途适用性），无论明示、默示，或基于法律、行业惯例、过往交易产生，卖方均予以全部排除。

14.2 质保除外情形

完全或部分依据买方图纸、规格定制的产品，卖方仅保证严格按买方书面确认资料加工制造，不就买方设计方案、选型参数、工况匹配度承担任何性能质保责任。

若产品故障、性能不达标系因买方设计缺陷、参数错误、工况不匹配、买方自行改装、配套系统适配问题导致，卖方不承担质保、维修、赔偿责任。

15. **Limitation of Remedy.** Limitation of Remedies. For any dispute arising from contract, warranty or tort (including negligence, failure to warn and strict product liability), Seller's total liability for the Goods shall be limited to one remedy selected solely by Seller: repair the Goods, replace the Goods or refund Buyer's paid amount.

Seller's maximum compensation liability for breach of contract, warranty or tort shall not exceed the contract price of the corresponding batch.

Under no circumstances shall Seller be liable for incidental, consequential or special damages, including but not limited to lost profits.

15. **损失赔偿限制。**无论基于合同、质保、侵权（含过失、未警示、严格产品责任）产生何种纠纷，卖方就本订单产品承担的全部责任，仅限卖方自主选择以下一种方式：维修产品、更换产品、退还买方已付货款。

卖方因买卖合同、质保违约、侵权产生的全部赔偿责任，最高限额为对应批次产品的合同货款。

在任何情况下，卖方均不承担任何附带损失、间接损失、特殊损失（包括但不限于利润损失）。

16. **Seller's Lien Right.** Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all goods so withheld, recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default by Buyer.

16. **货物留置权。**除其他法定权利外，若买方信用不达标或发生违约，卖方有权随时：全部或部分暂停发货、追回在途货物、收回暂存卖方仓库的买方货物，且无需另行提起诉讼。买方同意，上述暂扣、追回、取回的货物所有权直接归卖方所有，卖方将向买方对应抵扣货款。

本条不限制卖方因买方违约可主张的其他所有权利与救济手段。

17. **Controlling Provisions.** If the Order Acknowledgment is accepted and Buyer's purchase order is used for any purpose, it is expressly understood and agreed that the terms and conditions set forth in the Order Acknowledgment and these Terms and Conditions of Sale shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in Buyer's order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing. Provisions in Buyer's purchase orders contrary to these terms and conditions are not binding upon Seller unless accepted in writing by an authorized agent or representative of Seller. The terms and conditions of the Order Acknowledgment and herein shall supersede any provisions, terms and conditions contained in any confirmation, order or other writing Buyer may give or receive and the parties shall be governed exclusively by the provisions, terms and conditions hereof. Seller makes no representations or warranties concerning the Order Acknowledgment except such as are expressly contained in the Order Acknowledgment and these Terms and Conditions of Sale, which may not be changed or modified orally.

17. **条款优先级。**若《订单确认书》生效、买方出具采购订单，双方明确约定：当买方采购订单条款与本销售条款、《订单确认书》内容冲突时，以本条款及《订单确认书》为准；买方出具采购订单即视为认可前述约定。

买方采购订单中与本条款冲突的内容，对卖方无约束力，除非经卖方授权人员书面同意。

本条款与《订单确认书》效力高于买方出具、接收的任何确认单、订单及其他书面文件；双方交易仅受本文件约束。

卖方仅对《订单确认书》及本书面条款载明内容作出承诺与保证，口头修改、变更均无效。

18. **Force Majeure.** Seller shall not be liable for any delay in the performance of the Order Acknowledgment, or in the delivery or shipment of goods, or for any damages suffered by Buyer or its customers by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause (whether or not similar in nature to any of those hereinbefore specified) beyond its control.

18. **不可抗力**。因不可抗力（含自然灾害、洪水、火灾、地震、疫情、政府管控、征收、限产、交通管制、罢工、上下游供应链断供、电力/原材料短缺、运输中断等不能预见、不能避免、不能克服的客观情形）导致卖方延期生产、延期交货，或造成买方或买方客户停产、损失的，卖方不承担违约责任；受影响一方应及时书面通知对方并提供有效证明。

19. **Conditions.** The Order Acknowledgment is accepted with the understanding that it is subject to Seller's ability to obtain the necessary raw materials, and the Order Acknowledgment and all shipments applicable thereto are subject to Seller's current manufacturing schedules, and governmental regulations, orders, directives and restrictions that may be in effect from time to time.

19. **履约前提**。卖方接受《订单确认书》的前提：卖方能够采购到所需原材料；
订单生产、发货同时受卖方当期生产计划、现行政府法规、行政命令、管控要求约束。

20. **Assignment.** Buyer shall not assign, subcontract, delegate or transfer in any way the Order Acknowledgment, in whole or in part, without the prior written consent of Seller and any such assignment, subcontract, delegation or transfer without Seller's prior written consent shall be void.

Even if the Seller grants written consent to the assignment, the Buyer shall remain jointly and severally liable for all contractual obligations under the Order.

20. **合同转让限制**。未经卖方事先书面许可，买方不得将本《订单确认书》全部或部分转让、分包、委托第三方履行；未经许可的转让/分包行为无效。

即便卖方书面同意转让，买方仍对订单全部合同义务承担连带清偿责任。

21. **Non-Waiver by Seller.** Waiver by Seller of a breach of any of the terms and conditions of the Order Acknowledgment or these Terms and Conditions of Sale shall not be construed as a waiver of any other breach.

21. **卖方弃权不构成后续豁免**。卖方未就某一次违约行为主张权利、收取违约金，不代表卖方放弃追究买方后续其他违约行为的权利。

22. **Language Precedence.** If there is any inconsistency between the Chinese and English versions of this Contract, the Chinese version shall prevail.

22 **文本效力**。本合同中英文条款内容不一致的，以中文为准。

23. **Governing Law and Jurisdiction.**

Governing Law: This Order Acknowledgment and these Terms of Sale shall be governed by the laws of the People's Republic of China.

Jurisdiction: Any dispute arising out of or in connection with this Order shall be subject to the exclusive jurisdiction of the People's Court of Suzhou Industrial Park where the Seller is located.

23. **适用法律与管辖**。

法律适用：《订单确认书》及本销售条款适用中华人民共和国法律。

管辖法院：与本订单相关的纠纷，由卖方所在地苏州工业园区人民法院管辖。

以下为合同双方的签字盖章

卖方（盖章）：

买方（盖章）：

日期：

日期：