

# KOHLER CHINA INVESTMENT CO.,LTD.

## 科勒中国投资有限公司

### Terms and Conditions

#### 1. 合同商品的检验 Inspection of the Commodities

买方应于合同商品交付至交货地点后三十 ( 30 ) 日内对合同商品进行验收。如买卖双方对合同商品的检验结果有异议, 应提交交货地点的有关商品检验机构按照合同约定的质量标准另行检验, 该检验机构的检验结果应作为双方解决该等异议的最终依据。

The Buyer shall check and accept the Commodities within thirty (30) days after the arrival thereof at the Place of Delivery. In case of any disagreement on the inspection result between the Parties hereto, the relevant commodity inspection organization located at the Place of Delivery shall be retained to conduct another inspection in accordance with the Quality Criteria as provided herein. The inspection result issued by such inspection organization shall be taken as the final basis for settlement of such disagreements between the Parties hereto.

- 1) 如果卖方交付的合同不符合本合同规定的质量标准, 则买方有权选择: ( 1 ) 拒绝合同商品并要求卖方赔偿买方因此所遭受的一切损失; ( 2 ) 要求卖方另行交付符合质量标准的合同商品, 但因此而产生的一切实际费用以及买方因此所遭受的一切实际损失由卖方承担; ( 3 ) 接收合同商品, 但根据按质论价的原则降低合同商品的单价。

In case the quality of the Commodities delivered by the Seller is not in conformity with the Quality Criteria as provided herein, the Buyer shall, at its sole discretion, have access to the following options: (1) to refuse to accept the Commodities and ask the Seller to compensate the Buyer for all the losses incurred; (2) to ask the Seller to deliver eligible Commodities subject to assumption and compensation by the Seller for all the expenses and losses incurred by the Buyer; (3) to accept the Commodities subject to price deduction on the basis of pricing by quality.

- 2) 如果卖方交付的合同商品的数量不符合本合同的规定, 则买方有权选择: ( 1 ) 拒收合同商品并要求卖方赔偿买方因此所遭受的一切损失; ( 2 ) 要求卖方按本合同规定的数量在规定期限内补足合同商品, 但由此而产生的一切实际费用以及买方因此所遭受的一切损失由卖方承担; ( 3 ) 根据实际交货数量支付合同商品的货款。

In case the quantity of the Commodities delivered by the Seller is not in conformity with the quantity as provided herein, the Buyer shall, at its sole discretion, have access to the following options: (1) to refuse to accept the Commodities and ask the Seller to compensate the Buyer for all the losses incurred; (2) to ask the Seller to make up the difference between the actual quantity delivered and the contracted quantity within a specific time period subject to assumption and compensation by the Seller for all the expenses and losses incurred by the Buyer; (3) to make the payment pursuant to the quantity actually delivered.

#### 2. 合同商品的交付 Delivery of the Commodities

- 1) 本合同的交货时间如果有变化, 买方应及时书面通知卖方。

The Buyer shall inform the Seller in time in case of change of Time of Delivery.

- 2) 卖方应在合同商品发货后立即将注明合同号及产品编码的发票专人送达或用特快专递寄至买方。

Immediately after the delivery of the Commodities, the Seller shall deliver by hand or express to the Buyer the invoice marked with Contract Number and Commodity Code.

- 3) 如果卖方提前交付合同商品, 则买方有权拒收合同商品, 而且由此而产生的一切费用有卖方承担。

In case the Seller delivers the Commodities ahead of schedule, the Buyer shall have the right to refuse to accept the Commodities and all the expenses incurred therefrom shall be borne by the Seller.

- 4) 如果卖方非因不可抗力原因延迟交付合同商品, 则每延迟七天, 卖方应向买方支付延迟交付合同商品货款的百分之零五 ( 0.5% ) 作为违约金。如卖方延迟交付合同商品超过七十 ( 70 ) 天, 则买方有权终止合同, 同时有权要求卖方按上述标准支付违约金并赔偿买方因此所遭受的一切损失。

In case of late delivery due to reasons other than Force Majeure, the Seller shall pay to the Buyer every seven (7) days a penalty equivalent to zero point five percent (0.5%) of the total value of the late delivered Commodities. In case the Seller fails to deliver the Commodities exceeding the Time of Shipment for more than seventy (70) days, in addition to the right to claim for penalty calculated on the said basis, the Buyer shall have the right to terminate this Contract.

#### 3. 不可抗力 Force Majeure

任何一方因不可抗力原因不能履行或不能完全履行其于本合同项下的义务时, 不应视为违约, 但遇有不可抗力事故影响的一方应立即通知另一方, 并在不可抗力事故发生之日起十五 ( 15 ) 日内提供事故发生地公证机关出具的关于不可抗力事故的证明。遇有不可抗力事故影响的一方可以根据不可抗力事故的实际情形得以免除或部分免除其履行本合同的义务。

Should either party hereto be prevented from performing part of all of its obligations hereunder due to Force Majeure events, it shall not be deemed as breach of contract. However, the prevented party shall notify the other party without any delay, and within fifteen (15) days thereafter, provide the certification issued by the notary organization locate at the place of occurrence of Force Majeure events. The prevented party may be partially or totally exempted from performing its obligation hereunder in accordance with the actual situation of the Force Majeure events.

#### 4. 争议解决 Settlement of Disputes

因执行本合同所产生的或与本合同有关的一切争议, 均应由双方友好协商解决。如争议发生后六十 ( 60 ) 日内协商仍不能解决, 应提交交货地点的人民法院通过诉讼程序解决。

all the disputes arising from or in connection with this Contract shall be settle through amicable consultations between the parties. In case of no settlement within sixty days after the occurrence, such disputes shall be submitted to the people's court located at he Place of Delivery for litigation.

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5. 签署及生效 Execution and Effectiveness
  - 1) 本合同自双方授权代表签署之日起生效。  
This Contract shall come into effect commencing as of the Date of Execution.
  - 2) 本合同未尽事宜，应适用《中华人民共和国合同法》的有关规定。  
The relevant provisions in the Contract Law of the People's Republic of China shall be applied for all the issues not included in this Contract.
6. 双方的其他约定应以书面形式确认后作为本协议的附件，与本协议具有同等效力。  
Other covenants between the parties shall be confirmed in writing and attached hereto as an Appendix, which shall be equally authentic with the main part of this Contract.
7. 在双方相互理解的基础上通过友好协商解决各项事宜。  
All problems will be solved through well discussion under mutual comprehension.