

General Terms and Conditions of Delivery and Payment In China 中国区的交付和付款的一般条款和条件

07.2016

1、范围

即使未明确或另行约定，本一般条款和条件适用于我们所有的报价、合同、交付和其他服务（下称“交付”），包括与客户所有未来的业务往来。本条款和条件在下达订单时或最迟在收到货物时被视为已被接受。客户所提出的与本条款和条件相矛盾的条件我们不予接受。这些条件只在获得我方明确的书面同意之时方能适用。如果本条款和条件中的任何规定无效，其余规定的有效性不受影响。若本交付和付款的一般条款和条件与双方另行书面约定的主合同或订单有冲突，则优先适用另行约定的内容。

2、合同、文件、工业产权的完成

- 2.1. 在双方并未签署其他书面合同的情况下，我们的报价不具约束力。合同关系仅在获得我方书面的订单确认函之时成立。货物交付的日期和范围仅与我们的书面订单确认函有关。如果我们未以书面形式确认订单，则合同最迟在订单履行时成立。我方代表所做的口头声明或电话声明仅在我方以书面形式予以确认的情况下具有法律约束力。
- 2.2. 如果与外贸或禁运（和/或其他制裁）有关或者与环境法相关的国内法或国际条约禁止合同的执行，则我们无义务履行该合同。
- 2.3. 我们保留所有估价单、设计、图纸和其他文件的所有权和版权；仅在我们的明确批准同意的条件下，才可以向第三方提供该等文件。作为我方报价的一部分予以提供的图纸和其他文件必须应，按照我们于任何时候提出的要求，予以返还；如果未向我们下达订单，则此要求为强制性要求。如果我们根据客户提供的图纸、模型、样本或其他文件交付产品，则客户需保证不侵犯第三方的工业产权。如果第三方就其所有权特别禁止生产和交付该产品，则我们有权中止所有相关的事宜并提出索赔，且无需承担分析法律责任的义务。此外，客户应承诺立即赔偿我们任何由第三方提出的与客户提供的文件有关的索赔。
- 2.4. 我们不接受任何形式的口头订单。在我们出具书面的订单确认函之后，我们有权立即采购整个订单的原材料并按总订货量进行生产。因此，订单下达之后的任何客户变更请求不被纳入考虑，除非以书面形式另行明确约定。

3、性能描述

- 3.1. 交付产品的质量最终以明确约定的产品特征描述为准（例如，规格、标签、批准和其他信息）。我们仅在具有明确书面协议的情况下做出特殊用途或特

1. Scope

These General Terms and Conditions apply to all our offers, contracts, deliveries and other services (hereinafter “delivery”), including all future business relations, even if not explicitly and separately stipulated. The Terms and Conditions shall be considered as accepted at order placement or receipt of goods at the latest. Conditions to the contrary set by our customer shall not be accepted. These may only be applicable with our express written consent. If any clause of these Terms and Conditions becomes invalid the validity of the remaining stipulations shall not be affected. If there is any conflict between the main contract or spare order otherwise agreed by both parties, the otherwise agreed content shall prevail.

2. Completion of contract, documents, industrial property rights

- 2.1. Providing that there are no other written agreement between both parties, Our offers are not binding. A contract shall only be completed upon our written order confirmation. Only our written order confirmation is relevant for the date and scope of delivery. If the order is not confirmed by us in writing the contract shall be completed upon order execution at the latest. Statements made by our representatives orally or by phone shall be legally binding only if confirmed in writing.
- 2.2. We are not obligated to fulfil the contract if national or international rules and regulations regarding foreign trade or embargos (and/or other sanctions) or environmental law prohibit its execution.
- 2.3. We reserve all proprietary rights and copyrights of estimates, designs, drawings and other documents; these may be made available to third parties only with our express approval. Drawings and other documents provided as part of an offer must be returned to us on request at any time; this is mandatory when the order is not placed with us. In case of our delivery of items according to drawings, models, samples or other documents provided by the customer, the latter shall ensure that industrial property rights of third parties are not infringed upon. If a third party, referring to proprietary rights prohibits in particular the manufacturing and delivery of such items we shall be entitled to suspend all relevant activities and

定适用性的担保；否则适用性风险和使用风险须由客户承担。交付物和服务的特征或其他属性除有明确规定外将不予担保。我们保留物理和化学属性的任何常规的或技术上不可避免的偏差，包括颜色、配方、制作方法、工艺、原材料的使用以及订货量，除非客户认为其不合理而拒绝接受。

3.2. 交付产品的详细信息（例如目录、产品信息、电子媒体或标签上提供的信息）是基于我们的一般经验和知识，因此仅作为参考值或参考标记。这些产品的详细信息以及明确说明的特征/用途并不免除客户对产品进行预定用途测试的必要。

3.3. 关于质量以及我们产品的可能用途的详细信息不包含任何保证，除非以书面形式明确约定。

4、交付和交付时间

4.1. 产品交付的时间以经我们书面确认的合同或订单确认函为准。如果在交付期限届满之前交付产品已离开我们的工厂，或者如果我们已通知客户该订单已备好发货，则视为我们符合交付期限。只要客户未妥当履行其义务（例如提供技术数据和文件、批准以及支付预付款或提供付款担保），则交付期限仍然无效。

4.2. 除非双方已有关于交付批次的明确书面约定，我们有权分批交付。

4.3. 如出现导致无法及时履行已接受订单的不可抗力事件或其他超出我们控制范围的事件，只要这些事件仍持续有影响，则我们的交付承诺也无法兑现。

4.4. 一般情况下不接受已出售的无任何缺陷的货物的退货申请。

4.5. 如果客户出现资不抵债或者进入破产程序、重组程序或类似程序、流动资金短缺或出现财务状况的重大恶化，则我们有权立即中止交付并拒绝履行当前的合同，除非客户先行履行合同或者应我们的要求提供适当的担保。

5、担保、出口控制要求

5.1. 在我们对具有业务关系的客户提出的所有现有的主张，包括条件性主张和附属性主张，得到满足之前，我们保留对所有已交付货物的所有权；所有交付物须视为一次性的交付交易。保留的所有权作为我们往来账户主张的担保。上述所有规定也适用于未来的主张。

5.2. 客户仅有权在其正常业务范围内转售或处理所购得的产品，或者将其与其他货物相混合或组合；但是，对此客户将根据双方商定的最终发票总额（包括增值税），将因所购产品的转售、处理、混合、组合或其他法律原因导致的所有索赔权（尤其是因保险合同或不法行为导致的索赔）转让给我

to claim damages without being obliged to analyze legal responsibilities. In addition, the customer shall undertake to indemnify us immediately from third-party claims related to documents made available to us.

2.4. We don't accept any oral order. After we confirmed the order in written, we shall be entitled to procure materials for the entire order and to manufacture the total order quantity immediately. Any customer requests for changes after order placement can, therefore, not be taken into consideration, unless explicitly agreed upon otherwise in written.

3. Performance description

3.1. The quality of the delivery item shall be finally described by explicitly agreed features (e.g. specifications, labels, approvals, other information). Warranty for a special purpose or particular suitability shall be given only in case of explicit written agreement; otherwise the risk of suitability and use shall be assumed by the customer. Features or other qualities of deliveries and services, other than the ones expressly stipulated, shall not be warranted. We shall reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colours, formula, recipes, processes and the use of raw materials as well as order sizes, as far as this may not be accepted as unreasonable by the customer.

3.2. Details of the delivery item (e.g. provided in catalogues, product information, electronic media or on labels) are based on our general experience and knowledge and are thus reference values or markings only. These product details as well as expressly stipulated features/purposes shall not relieve the customer of the need to test the product for the intended purpose.

3.3. Details on quality and possible uses of our products do not include any warranties, unless these are explicitly specified as such in writing.

4. Delivery and delivery time

4.1. Delivery date shall be subjected to the written contract or order confirmation by us. Delivery deadlines shall be considered as met if prior to deadline expiry the delivery item has left our factory or if we have informed the customer that the order is ready for shipment. Delivery deadlines shall remain ineffective as long as the customer has not properly fulfilled his obligations, such

方。如果产品尚未出售但受制于某一工作和物料合同或工作和服务合同，则此条款同样适用。

5.3. 所有权的保留同样适用于因全数将所购得的产品与其他货物一起处理、混合或组合所产生的新产品。这些流程须由我们完成，以使我们被视为生产商。如果所购产品与该第三方的货物一起处理、混合或组合后第三方所有权失效，则我们将按这些货物的客观价值比例获得共同所有权。如果我们的所有权因该类组合或混合而失效，则客户须按我们交付货物的发票价值，将其所有权和/或新存货的预期权利转让给我方，并免费代表我方予以保管。

5.4. 即使有该等转让，在我们撤回授权之前，客户应被授权收取转售引发的债权的主张。只要客户及时满足对我们的付款要求，我们不会自行主张债权。如收到我们的书面请求，客户有义务通知我们已转让主张的债务人并将该等转让通知债务人。

5.5. 如果客户拖欠我们应支付的款项，或因财务状况的重大恶化而出现流动资金短缺，或者不妥当履行双方议定的合同义务，我们有权根据第5.2条立即撤销对客户转售以及转让的债权主张的授权。如果客户资不抵债或者进入破产程序、重组程序或类似程序、中止付款，或者如果因为流动资金短缺导致客户业务的所有权变更，则转售和已转让的债权主张将自动停止。

5.6. 客户须尽到合理谨慎义务，代表我们免费保管我们所拥有的（共同）材料，并对火灾、盗窃和其他常见风险进行投保。

5.7. 禁止客户对保留所有权的情况下交付的货物进行任何质押或转让（作为担保）。在第三方做出任何质押或其他侵犯我方所有权的行为之前，客户须立即通知我们，并以书面形式向我们和第三方确认所有权。所产生的法律诉讼导致的剩余费用（即使我们胜诉）由客户承担。

5.8. 如果客户违反合同，尤其是拖欠支付款项，我们有权收回货物；客户特此提前同意该等情况下的该类收回。仅当我们做出明确说明时，收回货物方视为合同终止。收回货物招致的所有费用（尤其是运输费用）须由客户承担。仅当已全额支付购买价格和所有费用之时，客户方可在无明显撤销通知的情况下要求交付已收回的货物。

5.9. 客户承诺在任何情况下均不会从事以下交易：

- 涉及欧共体条例或美国出口管制法律和法规项下的制裁名单中所列个人、组织或机构的交易。
- 涉及禁运国家的非法交易。
- 需要许可，尤其是出口许可，但该类许可尚未被授予的交易。

as furnishing technical data and documents, approvals as well as making a down payment or providing a payment guarantee.

4.2. Unless it is clearly confirmed in written by both parties regarding the instalments of delivery, we shall be entitled to deliver by instalments.

4.3. Force majeure or other events beyond our control that render the timely execution of accepted orders impossible shall relieve us of our delivery commitment as long as these events prevail.

4.4. It is generally not possible to return sold and non-defective goods.

4.5. In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, shortages of liquid funds or a significant deterioration of financial circumstances we shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the customer executes counter-performance or, on our request, provides appropriate securities.

5. Securities, export control requirements

5.1. We shall reserve the ownership of all and any goods delivered until all existing claims, including conditional and subsidiary claims, maintained by us towards the customer from our business relation have been satisfied; all deliveries shall be considered as one inclusive delivery transaction. The reserved ownership shall be security for our current account claims. All aforementioned stipulations shall also apply to future claims.

5.2. The customer shall be entitled to resell or process the purchased item or mix or combine it with other goods in the scope of his ordinary business only; however, he will thus now assign to us all claims resulting from resale, processing, mixing, combining or other causes in law related to the purchased item (in particular from insurance contracts or unlawful acts) in the amount of the mutually agreed final invoice total (incl. VAT). The same applies if an item is not sold but subject to a contract for work and materials or a contract for work and services.

5.3. Reservation of ownership shall also apply to such new products resulting from the processing, mixing or combining of the purchased items with other goods in their full amount. These processes shall be performed on our part so that we shall be deemed to be the manufacturer. If third-party

与核武器、生物武器或化学武器有关的交易，或者与任何其他最终为军事用途有关且尚未授予许可的交易。

6、价格和付款

- 6.1. 在订单确认函中没有特别列明的情况下，我们的价格为常规交付期限内将货物通过陆路运输交付至客户指定地点的不含税人民币价格。对于特殊交付期限和交付地点的订单，以订单上的另行约定为准。
- 6.2. 如原材料、工资、能源和其他超出我们控制的因素出现不可预见的变更，我们将有权相应地调整价格。对于分批交付而言，每一批交付可单独开具发票。如果合同完成前未就价格达成一致，则以交付日的价格为准。
- 6.3. 除非另有约定，否则我们的发票须立即支付，无折扣。
- 6.4. 我们无义务接受票据、支票或其他支付承诺。
- 6.5. 收款日为我们收到款项或款项已计入我方银行账号。如果客户支付出现延迟，我们有权就该延迟收取逾期付款违约金。这限制我们主张额外赔偿的权利。
- 6.6. 如果客户出现支付延迟，我们还可选择要求客户支付分期付款中未到期的应付额或其他对客户已有的主张，或者对于未来的交付也以此条件为前提履行，或对于其他合同可以要求提供事先担保或者在交付的同时进行付款。
- 6.7. 预付款和分期付款不计利息。
- 6.8. 客户只可在其反主张不具争议或者已经过判决之时抵消或扣减支付款项。

7、缺陷索赔

- 7.1. 我们只根据以下规定对我们交付的货物的缺陷负责：
- 7.2. 客户须根据《中华人民共和国产品责任法》和《中华人民共和国合同法》妥当履行其与检验和投诉有关的责。
- 7.3. 如果有缺陷的产品已交付，则我们将，在生产（加工或安装）之前，获得对该产品进行筛选并修复缺陷或另行交付的机会，除非根据合理预计无法从客户处获得该机会。如果我们无法完成此项约定或者未能及时予以遵守，客户可就此解除合同，退还货物并由我方承担风险。
- 7.4. 如果缺陷在生产开始之后得以发现，则无论是否根据第7.2条履行责任，客户均可要求后续责任的履

ownership rights extinguish after processing, mixing or combining with goods from those parties, we shall acquire joint ownership at a ratio of the objective value of those goods. If our ownership ceases as a result of combining or mixing, the customer shall transfer to us now his ownership and/or expectant rights of the new stock or item to the extent of the invoice value of goods delivered by us, and shall hold them in custody on our behalf at no charge.

- 5.4. The customer shall be authorized to collect debt claims from the resale despite the assignment, as long as we have not revoked this authority. We will not collect debt claims ourselves, as long as the customer meets his payments with us in due course. Upon our first written request the customer shall be obliged to inform us about the debtors of assigned claims as well as to notify debtors of the assignment.
- 5.5. We shall have the right to revoke the customer's authority for resale according to point 5.2 and collection of assigned claims with immediate effect if the customer is in arrears with payments to us, experiences a shortage of liquid funds due to a significant deterioration of financial circumstances or does not carry out mutually agreed contractual obligations properly. In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, discontinues payments, or if due to a shortage of liquid funds a change of ownership occurs in the customer's business, the authority for resale and collection of assigned claims will cease automatically.
- 5.6. The customer shall hold our (jointly) owned materials in custody on our behalf at no charge with due care and diligence as a prudent businessman and shall insure them against fire, burglary and other usual risks.
- 5.7. Any pledge or assignment as security by the customer of goods delivered under reservation of ownership is forbidden. Prior to any pledge or any other infringement of our ownership rights by third parties the customer shall notify us immediately and confirm the right of ownership in writing both to us and the third parties. Any residual costs arising from resulting legal action despite our winning a case shall be covered by the customer.
- 5.8. If the customer violates the contract, in particular by delays in payment, we shall be entitled to recover the goods; the customer hereby gives his

行 (由我方选择返工或重新交付) 。

7.5. 如果出现重新交付, 客户有义务应我们的请求返还有缺陷的产品。

7.6. 如果后续履行会产生不合理的费用、不能够接受或者因其他原因必须视为履行失败的, 则仅当缺陷无法在合理期限内修复的情况下允许客户主张解除合同或降低购买价格。但是, 如为轻度缺陷, 客户无权解除合同。

7.7. 客户需允许我们立即检验任何拒收货物, 尤其是这些货物应根据我们的要求提供给我们, 费用由我方承担。若投诉无任何根据, 则我们保留向客户收取运输费用和检验费用的权利。

7.8. 如果缺陷可归因于违反操作、维护和安装说明、使用或存储不当、搬运或组装错误或过失、自然磨损或者客户或第三方篡改交付货物, 则任何缺陷索赔不会被支持。

7.9. 任何损失、补偿或费用报销仅可根据第8条约定提出主张。

7.10. 如果产品不是新产品, 且按照双方的协议进行交付, 则客户不可提出上述索赔。

8、责任

8.1. 对由于我们、我们的员工或助理因为故意或重大过失而造成的损失, 尤其是缔约过失责任、失职和不法行为, 我们承担相应的责任。

8.2. 对于因生命、身体或健康伤害、重大合同职责的担保或违反而导致的损失, 我们也应承担普通过失责任。如果违反了与合同相关的职责, 我们的责任限于该类产品的一般平均可预测的直接损失, 且该类所有责任的上限不得超出我们产品的总售价。上述规定还适用于我们的员工和助理失职的情况。

8.3. 如果我方产品的出售侵犯了第三方的工业产权, 则仅在该第三方工业产权在中华人民共和国有效并已在交付之时公布, 且根据协议使用产品会对该第三方的所有权益造成侵犯的情况下, 我们才对侵犯第三方工业产权负责。如果我们根据客户提供给我们的图纸、模型、描述或其他文件或数据生产交付项目, 且因此我们不知道或者不需要知道任何与我们开发的产品有关的工业产权的侵权, 则此条款不适用。在这种情况下, 客户保证: 目前和未来均不会侵犯第三方的工业产权; 对于其可能知晓的任何潜在的和主张的第三方工业产权侵权, 其将立即通知我们; 就第三方的索赔对我们做出赔偿; 承担因此而招致的所有费用和开支。

8.4. 已交付产品的缺陷主张将在产品交付一年后失效。

8.5. 如果后续履行的主张已失效, 则对降价和解除合

advance consent to this recovery in such a case. The recovery shall be considered as a termination of contract only if explicitly stated by us. All costs incurred by the recovery (in particular transport costs) shall be charged to the customer. The customer may demand the delivery of goods recovered without an express notice of withdrawal only once the purchase price and all costs have been fully paid.

5.9. The buyer undertakes to refrain from the following transactions under all circumstances:

– Transactions involving persons, organizations or institutions listed in sanction lists under the EC-Regulations or US export control laws and regulations.

– Illegal transactions involving embargoed countries.

– Transactions subject to permits, in particular export permits however not having been granted such permits.

– Transactions related to nuclear, biological or chemical weapons or transactions related to any other military end-use and for which the required permits have not been granted.

6. Prices and payment

6.1. Provided that there are no otherwise specific agreement in the order confirmation, our price are in RMB excluding taxes for delivery to the agreed venue within normal delivery time by road transportation. For the special delivery term or special delivery venue, it shall be agreed in the order.

6.2. Unforeseen changes in costs for raw materials, wages, energy and others beyond our control shall entitle us to adjust prices accordingly. For deliveries by instalments each delivery may be invoiced separately. If no prices have been agreed at the completion of contract, our delivery day prices shall be applicable.

6.3. Unless otherwise agreed, Our invoices are due immediately and payable without discount.

6.4. We shall not be obliged to accept bills, cheques and other promises to pay.

6.5. The receipt of payment date shall be the day on which the amount is in our possession or has been credited to our bank account. In case of delays

同的权利的主张也将被拒绝。

8.6. 我方根据《中华人民共和国产品责任法》应承担的责任不受上述规定的影响。

8.7. 在其他情况，我们将免于承担责任。

9、履行地和管辖地，其他约定

9.1. 客户仅在事先获得我方同意的情况下，才可以转让其来自于合同关系的主张。

9.2. 对于所有由于业务关系（尤其是我们的交付物）而导致的索赔，实际履行/交付发生地视为履行地。

9.3. 对于所有由于业务关系（尤其是我们的交付物）而导致的索赔而言，管辖地为中华人民共和国南通市。这也适用于和合同关系的形成和效力有关的争议。争议须在中国国际经济贸易仲裁委员会仲裁解决，地点为南通。仲裁程序须以中文进行。仲裁员的仲裁裁决是终局性的，对相关各方均具约束力。

9.4. 与客户的业务关系受中华人民共和国法律的排他性管辖，除非根据中国的国际私法需要援引其他法律系统的。《联合国国际货物销售合同公约》（CISG）和其他与货物销售统一法有关的国际公约不适用。

in payment by the customer we shall be entitled to charge penalty for the delay payment for the duration of the delay. This shall not restrict the right to claim additional damages.

6.6. In case of the customer's payment delay we may additionally choose to call outstanding purchase price instalments or other existing claims against the customer due as well as to make future deliveries under this or other contracts dependent on an advance security or a contemporaneous payment against delivery.

6.7. Advance or part payments are non-interest bearing.

6.8. The customer may set off or withhold payments only if his counterclaim is undisputed or res judicata.

7. Claims for defects

7.1. We shall be liable for defects of goods delivered by us only according to the following stipulations:

7.2. The customer shall properly fulfil his duties regarding inspection and lodging complaints according to Product Liability

Law and Contract Law of People's Republic of China.

7.3. If defective goods are delivered we shall be given the opportunity, prior to manufacturing (processing or installing), to sort out such goods and rectify the defect or to make an additional delivery, unless this cannot reasonably be expected from the customer. In case we are unable to accomplish this or fail to conform with it in due course the customer may rescind the contract to this extent and return the goods at our risk.

7.4. If the defect comes to light only after the start of manufacturing, despite the fulfilment of duties according to point 7.2, the customer may demand subsequent performance (rework or substitute delivery by our choice).

7.5. In case of substitute delivery the customer is obliged to return the defective material on request.

7.6. Claims for rescission of contract or reduction of purchase price shall be granted only if the defect cannot be remedied within an appropriate period, if subsequent performance will incur unreasonable expenses, is unacceptable or must be considered as failed for other reasons. The customer shall, however, have no right to rescind the contract in

case of minor defects.

- 7.7. The customer shall allow us to promptly inspect any rejected goods, in particular these shall be made available to us on request and at our cost. If complaints are unfounded we shall reserve the right to charge transport costs and inspection expenses to the customer.
- 7.8. No claims for defects may be lodged if the defect can be put down to a violation of operating, maintenance and installation instructions, improper use or storage, faulty or negligent handling or assembly, natural wear and tear or tampering with the delivery item by the customer or a third party.
- 7.9. Damages, compensation and reimbursement of expenses may only be claimed according to Article 8.
- 7.10. For products other than new goods, delivered as mutually agreed upon, the customer may not make the aforementioned claims.

8. Liability

- 8.1. We shall be liable for any damages, in particular resulting from culpa in contrahendo, breach of duty and unlawful acts, insofar as we, our employees or assistants are charged with intent or gross negligence.
- 8.2. For damages resulting from injury to life, body or health, guarantees or violation of material contractual duties, we shall also be liable for ordinary negligence. In case of a violation of contractually relevant duties our liability shall be limited to the direct average damage, predictable and typical according to the type of goods, and such total liability shall be capped no more than the total sales value of our goods. Aforementioned stipulation shall also apply to breach of duty by our employees and assistants.
- 8.3. We shall be liable for the infringement of third parties' industrial property rights in connection with the sale of our goods only if such third parties' industrial property rights are valid in the People's Republic of China and have been published at the time of delivery and only to the extent that such third parties' proprietary rights are infringed upon when using the products as agreed. This shall not apply if we have manufactured the delivery items according to drawings, models, descriptions or other documents or data provided by the customer and if we thus do not or need not have

knowledge of any infringement of industrial property rights in connection with products developed by us. In this case our customer undertakes to warrant that there has been and will be no infringement of third parties' industrial property rights, to inform us without delay of any potential and alleged cases of infringement of third parties' industrial property rights which may become known to him, to indemnify us from third parties' claims and, to bear all costs and expenses incurred.

8.4. Claims for defects of delivered products shall lapse 1 year after delivery of the products.

8.5. Claims for price reduction and rights to rescind the contract shall be rejected so far as the claim for subsequent performance has lapsed.

8.6. Our liability pursuant to the provisions of the Product Liability Law of People's Republic of China shall remain unaffected by the aforementioned stipulations.

8.7. Otherwise we shall be exempt from liability.

9. Place of performance and jurisdiction, other provisions

9.1. The customer may assign his claims from the contractual relationship only with our prior consent.

9.2. For all claims from business relations, in particular our deliveries, the place from which performance/delivery is made shall be the place of performance.

9.3. For all claims from business relations, in particular our deliveries, the place of jurisdiction shall be Nantong, People's Republic of China. This shall also apply to disputes as to the creation and validity of a contractual relationship. The dispute shall be solved in China International Economic and Trade Arbitration Commission in Nantong. The arbitration proceedings shall be conducted in the Chinese language. The award rendered by the arbitrators shall be final and binding upon the parties concerned.

9.4. The business relations with our customers shall be exclusively governed by the laws of the People's Republic of China to the exclusion of its private international law as far as it refers to the applicability of another legal system. The UN-Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.