

商品销售标准条款和条件
科德宝高性能材料（常州）有限公司

**STANDARD TERMS AND CONDITIONS FOR THE SALE
OF GOODS
OF
Freudenberg Performance Materials (Changzhou) Co., Ltd.**

2023.7

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<p>前言:</p> <ul style="list-style-type: none"> 本条款和条件（“本条件”）适用于客户与作为科德宝高性能材料集团成员的科德宝高性能材料（常州）有限公司（下称“科德宝”）之间订立的合同，无论本条件是否在合同中被引用，除非双方在相应的合同中明确排除本条件的适用。本条件涉及的但合同中未提及的事项应根据本条件履行，合同中与本条件不一致的事项应根据合同约定履行。 无论是引用本条件的合同由科德宝签署前还是签署后，客户的标准采购条款在任何情况下均被明确拒绝。 本条件对科德宝的责任在某些方面是有限的。请查看条款 4 和 9，了解更多信息。 科德宝供应的商品将符合科德宝的规格。本条件规定了客户可以提出保修要求的期限。如果商品有缺陷，客户的主要权利将是退款或者换货。请查看条款5。 在客户全额支付货款之前，科德宝将保留商品的所有权。请查看条款 6。 付款条款在下面条款7中规定，或者在接受函中有不同的规定。如果客户不按时付款，将需要支付利息。 本条件中使用的某些关键术语的定义请参见条款 1。 	<p>Preface:</p> <ul style="list-style-type: none"> The Standard Terms and Conditions (the “Conditions”) apply to the Contract entered into by and between the Customer and Freudenberg Performance Materials (Changzhou) Co., Ltd., a member of Freudenberg Performance Material Group (hereinafter referred to as “FPM”), regardless of whether the Conditions is referenced herein, unless the parties explicitly exclude the application of the Conditions in the corresponding Contract. Matters addressed in the Conditions but not specified in the Contract shall be performed in accordance with the Conditions, and if there are any inconsistencies between the Conditions and the Contract, the Contract shall prevail. Regardless of whether the Contract referencing the Terms and Conditions is executed by FPM prior to or subsequent to the signing of the same, the Customer's standard procurement terms shall be unequivocally rejected under all circumstances. The liabilities of FPM hereunder are limited in certain respects. Please see clause 4 and clause 9 for further details. The Goods FPM supplies will conform to the specification of FPM. The period during which the Customer could make warranty claims is set out in the Conditions. If Goods are defective, the Customer is entitled to request a refund or replacement. See clause 5. The Goods remain in the ownership of FPM until full payment of the Customer has been settled. See clause 6. Payment terms are set out in clause 7 below, or as specified in an Acceptance differently. Late payment interest will be charged if Customer fails to pay in full on time. Certain key terms used in the Conditions are defined in clause 1.
<p>1. 定义和解释</p> <p>1.1. 在本条件中，除上下文另有所指外，下列术语应具有下列含义：</p> <p>1.1.1. “接受函” 指 科德宝 以书面接受客户提交给它的订单；</p> <p>1.1.2. “条件” 指本文件中规定的（包括不时修订的）商品销售标准条款和条件；</p> <p>1.1.3. “合同” 指受科德宝与客户之间关于商品买卖的合同，以订单形式成立的合同只有在 科德宝出具接受函接受订单之后才有约束力，并且应包括本条件、接受函、规格和适用的保证文件；</p> <p>1.1.4. “客户” 指同意根据合同条款向 科德宝 购买商品的个人或实体；</p> <p>1.1.5. “不可抗力事件” 指超出一方合理控制的事件或情形，包括但不限于战争、叛乱、火灾、洪水、社会冲突、库存或原材料不可用或缺、机器故障、交通、电力、IT、互联网不可用或其他电信干扰、政府的决定或干预（包括拒绝或失去许可证）以及第三方的作为或不作为；</p> <p>1.1.6. “商品” 指接受函中列明并根据本条件出售给客户的 科德宝 产品（或其任何部分）；</p> <p>1.1.7. “知识产权” 指任何知识产权和工业产权，包括但不限于著作权和相邻权利，与下列各项有关的所有权利：专利（包括发明、实用新型、外观设计）、商标、字号、服务标志、标识标志、商业外观、其他商业名称、机密信息（包括商业秘密和诀窍）、图纸、原型、算法、软件，以及源自工业、科学、文学或艺术领域的智力活动的、在世界任何地方根据法律获得的所有其他权利（不论是否注册，且不论是否能够注册），以及由此产生的所有申请；</p> <p>1.1.8. “订单” 指客户以任何方式（无论是口头的还是书面的）向 科德宝 提交的采购订单，它涉及到客户希望从 科德宝购买的产品，并且可以通过出具接受函的方式而被 科德宝 接受；</p>	<p>1. Definitions and Interpretation</p> <p>1.1. In the Conditions, the following terms shall have the following meanings, unless the context otherwise requires:</p> <p>1.1.1. “Acceptance” means FPM's written acceptance of an Order submitted to it by the Customer;</p> <p>1.1.2. “Conditions” means the standard terms and conditions for the sale of goods set out in this document, as amended from time to time;</p> <p>1.1.3. “Contract” means the contract entered into by and between FPM and the Customer for the sale and purchase of the Goods. The Contract formed from an order is binding only upon Acceptance issued from FPM, and shall include the Conditions, Acceptance, Specifications and the applicable Warranty Document.;</p> <p>1.1.4. “Customer” means the individual or entity who agrees to purchase Goods from FPM according to the Contract;</p> <p>1.1.5. “Force Majeure Event” means an event or circumstance beyond a party's reasonable control, including but not limited to war, insurrection, fire, flood, social conflicts, unavailability or shortage of stock or raw materials, machine breakdown, unavailability of transport, electrical, IT, internet or other telecommunication disturbances, decisions or interventions of governments (including a rejection or loss of permits) and all acts or omissions by third parties;</p> <p>1.1.6. “Goods” mean the FPM products (or any part of them) listed in the Acceptance and sold to the Customer subject to the Conditions;</p> <p>1.1.7. “Intellectual Property Rights” means any intellectual and industrial property rights, including but not limited to, copyright and neighbouring rights, all rights in relation to: patents (including inventions, utility models, designs), trademarks, trade names, service marks, logo marks, trade dress, other trade names, confidential information (including trade secrets and know how), drawings, prototypes, algorithms, software and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, acquired by law anywhere in the world (whether registered or unregistered or capable of registration) and all applications arising therefrom;</p> <p>1.1.8. “Order” means a purchase order submitted to FPM by the Customer in any manner, whether orally or in writing in respect of Goods that the Customer wishes to purchase from FPM and which is capable of being accepted by FPM by issuing an Acceptance;</p>

1.1.9. “规格”指 科德宝出具的有关商品的书面规格，详细说明其特性和性能，并标明或标识为规格。规格可包括数据表、产品应用表、性能声明和质保文件（视情况而定）；

1.1.10. “质保文件”指 科德宝同意并签署的、与商品有关的、被识别为产品质保或质保合同的一种文件，它提供关于 科德宝 就该商品提供的质保范围和期限的详细信息；

1.1.11. “质保期”指 (i) 在质保文件中规定的质保期（适用时）；(ii) 质保文件中未规定质保期的，质保期为自商品交付之日起十二（12）个月；或 (iii) 如果根据强制适用法律条款要求有不同的最短期限，而相关商品又不能违反该最短期限，则质保期是该强制最短期限。在性能声明或数据表中对预测的或预期的商品耐久性所作的任何陈述均不应被视为质保期。

1.2. 在本条件中：

1.2.1. 提及法律或法律条款是提及经修订或重新颁布的法律或条款。提及法律或法律条款时包括根据该法律或法律条款制定的任何附属立法（包括修订或重新颁布的部分）；

1.2.2. 通过**包含、包括、尤其**等词汇或任何类似表述引入的任何词句应被解读为例证说明，不应限制这些词汇前面的词语的含义；以及

1.2.3. 提及书面或书面形式时包括传真、电子邮件和其他电子形式的通信。

2. 合同的基础

2.1. 客户提交的订单构成了客户根据本条件购买商品的要约，科德宝可自行决定接受或拒绝该要约。只有当科德宝出具关于客户所下订单的接受函时，科德宝才受约束，并且科德宝与客户之间的商品销售合同才被订立。

2.2. 尽管在客户的标准购买条款和条件中、在任何订单中、任何通信或任何其他形式的确认中有任何相反的语言，客户仍应接受本条件的约束，并且本条件将管辖每份合同，同时特此明确拒绝和排除客户寻求施加或包含的任何其他条款和条件（包括任何购买条件或其他业务的客户总则），或由行业、习惯、实践或交易习惯暗示的其他条款和条件。客户放弃其可能另行拥有的任何依赖客户的任何文件可能支持的、一起交付的或者包含的、与本条件不一致的任何条款的权利。

2.3. 如果科德宝与客户之间存在持续业务关系，本条件自其第一次以任何形式对双方产生约束力后将适用于未来的采购订单或销售交易，即使未进一步提及本条件，除非双方在相应合同中明确约定排除本条件的适用。

2.4. 除根据本条件而被明确指定为规格以外，由科德宝制作的任何样品、图纸、描述性事物或广告以及在科德宝的目录或宣传册中包含的任何描述或插图的制作都只是为了提供关于它们中提及的商品和商品可能用途和性能的大致概念，不构成合同的一部分，亦不对科德宝有法律约束力。

2.5. 科德宝不受其提供的任何报价或不时发布的价目表的约束，前述仅构成对客户要约邀请，即邀请客户以订单形式向 科德宝 发出购买商品的要约。

3. 商品

3.1. 商品的相关数量、零件号、价格、描述以及规格和任何保证文件（如适用）应符合接受函中规定或提及的内容。

3.2. 科德宝保留随时修订规格的权利。如果此类修订会严重改变属合同标的物的商品的规格，科德宝 应通知客户，客户在商品交付之前，可以书面通知 科德宝 的方式取消相关商品的合同。

4. 交货

1.1.9. “Specifications” means the written specifications issued by FPM in respect of the relevant Goods detailing their characteristics and performance and marked or identified as specifications. The Specifications may include data sheets, product application sheets, declarations of performance and Warranty Document, as applicable;

1.1.10. “Warranty Document” means the document agreed and signed by FPM in relation to Goods and identified as a product warranty or warranty contract providing details in respect of the scope and duration of the warranty provided by FPM in respect of such Goods;

1.1.11. “Warranty Period” means (i) the warranty period specified in the Warranty Document, if applicable; or (ii) if no warranty period is specified in the Warranty Document, a period of twelve (12) months from the date of delivery of the Goods; or (iii) where a different minimum period is required under a mandatory applicable law that cannot be deviated from in respect of the relevant Good(s), such mandatory minimum period. No statement as to the predicted or expected durability of Goods made in a declaration of performance or data sheet shall be construed as a warranty period.

1.2. In the Conditions:

1.2.1. a reference to a law or a legal provision shall be construed as a reference to that law or provision as amended or re-enacted. Reference herein to any law or any provision thereof includes any subordinate legislation made under that law or provision, as amended or re-enacted;

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 meaning of the words preceding those terms; and

1.2.3. a reference to writing or written includes faxes, emails and other electronic forms of correspondence.

2. Basis of Contract

2.1. The submission of an Order by the Customer constitutes an offer by the Customer to purchase Goods in accordance with the Conditions, which can be accepted or rejected by FPM in its discretion. FPM shall only be bound and a Contract for the sale of Goods between FPM and the Customer shall only be concluded once FPM issues an Acceptance in relation to an Order placed by the Customer.

2.2. Notwithstanding anything to the contrary contained in the Customer's standard terms and conditions of purchase, any Order, any correspondence or any other form of acknowledgment, the Customer shall be bound by the Conditions. The Conditions shall govern each Contract, and hereby expressly reject and exclude any other terms and conditions that the Customer seeks to impose or incorporate (including any purchase conditions or other general conditions of business of the Customer), or that are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have relying on any term that may be endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Conditions.

2.3. In the context of ongoing business transactions between FPM and the Customer, the Conditions shall govern future purchase orders or sales transactions since they have binding force on the parties in any form for the first time, even without further reference hereto, unless otherwise the parties explicitly exclude the application of the Conditions in the corresponding Contract.

2.4. Unless clearly identified as Specifications in accordance with the Conditions, any samples, drawings, descriptive matter or advertising produced by FPM and any descriptions or illustrations contained in FPM's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and their possible uses and performance and shall not form part of the Contract nor be legally binding on FPM.

2.5. FPM shall not be bound by any quotations it provides or price lists that it may publish from time to time, any of which shall constitute invitations to the Customer to make an offer to FPM to purchase Goods in the form of an Order.

3. Goods

3.1. The quantity, part number(s), price(s), description and, if applicable, the Specifications and any Warranty Document(s) in respect of the Goods shall be as set out or as referred to in the Acceptance.

3.2. FPM reserves the right to amend the Specifications at any time. If such amendments will materially change the Specification of the Goods which are the subject of a Contract, FPM shall notify the Customer, and the Customer is entitled to prior to the delivery of the Goods, cancel the Contract in respect of the relevant Goods by written notice to FPM.

4. Delivery

4.1. 科德宝 应做出合理努力，以确保：

4.1.1. 每次商品交付都附有交货通知，表明订单的日期和所有 科德宝参考编号、商品的类型和数量（如适用，包括商品的编号）、特殊存储说明（如有）；如果 科德宝 要求客户将任何包装材料退还给 科德宝，这一事由 科德宝 以书面形式向客户确认。客户应按 科德宝合理要求的时间提供任何此类包装材料，以供收集。除另有约定外，包装材料的退还费用应由 科德宝 承担。

4.2. 除 科德宝 另外书面同意或接受函中另有规定外：

4.2.1. 任何商品应在接受函中规定的 科德宝场所按照工厂交货价（《国际贸易术语解释通则 2020》）交货；以及

4.2.2. 合同或接受函中所示任何商品的交付日期或时间仅为近似值，不能通过通知方式而使其成为实质要件。科德宝将做出合理的努力，在合理的时间范围内完成交货，并向客户告知商定的交货日期或时间出现的任何重大变化。如果未指定交货日期，科德宝应在合理的时间范围内交货。

4.3. 尽管本条件和/或任何合同中有任何相反的规定，但任何情况下，科德宝 源自或涉及任何性质的延迟和/或未能交货的任何责任金额都仅限于相关商品价格的百分之五（5%）。

4.4. 如果延迟或未能交货是由于 (I) 不可抗力事件导致，或 (II) 直接或间接源自客户或任何人士（根据适用法律客户应对该等人士的作为或不作为负责）的任何作为或不作为导致，或者 (III) 运输或运送商品的承运人、拖运或运输公司造成，则 科德宝 无需对此类延迟或未能交货负责。

4.5. 除不可抗力事件或由 科德宝 严重违反合同而导致外，如果客户未能在接到商品已准备好按照工厂交货合同进行收货的通知后三（3）天内将商品从 科德宝 的场所取走，或者当商定不同的国际贸易术语或交货方法时，客户未能接受来自相关承运人的交货，具体视情况而定，那么：

4.5.1. 当针对工厂交货合同的上述三（3）天期限到期后，或者如果商定了不同的国际贸易术语或交货方法，当相关承运人尝试按照此类国际贸易术语或商定的交货方式交货时，商品将被视为已经交付，并且商品的灭失或损坏风险将转移给客户；以及

4.5.2. 科德宝可以储存商品，直到实际交付，但由客户自行承担成本和风险，而且将向客户收取所有相关成本和费用（包括仓储、搬运和保险）。

4.6. 如果客户未能按照工厂交货合同收取商品，或者当商定了不同的国际贸易术语或交货方法时，客户未能接受来自相关承运人的交货，时间持续十四（14）天，科德宝 有权转售或以其他方式处置全部或部分商品，扣除合理的存储、搬运、保险和销售成本后，将超出商品价格的任何金额支付给客户，或向客户收取低于商品价格的任何差额。

4.7. 如果科德宝的交货数量比根据任何合同条款订购的商品数量低出或高出不超过5%，则客户不得拒绝任何此类商品交付。如果在上述阈值内发生了超量或不足交货，客户应向 科德宝 书面告知此类超量或不足交货，详细说明交付的商品的相关数量，如果是超量交货，则应指出客户是打算保留和支付超过相关合同中商定数量而交付的商品，还是想把此类超量商品退还给科德宝。如果是不足交货，其中客户已经为相关商品预付款项，则 科德宝 应向客户退款（此类退款将是客户预付金额与实际交付的商品的发票价值之间的差额）。如果是超量交货，其中客户选择把超量商品退还给 科德宝，则客户应确保商品保持新的、未使用的、采用与交付给客户时相同的包装方式，并且应储存在适当的地方和适当的环境条件下，从而确保在 科德宝 或其指定的承运人从客户处收集此类商品之前，不会出现质量退化或任何可能妨碍商品转售的情况。在收到并且检查完退货后，科德宝将按照交付的相关商品的发票价格，为超量商品出具一份贷记通知。

4.1. FPM shall use reasonable endeavours to ensure that:

4.1.1. each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and all FPM reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any); and if FPM requires the Customer to return any packaging materials to FPM, this fact shall be confirmed in writing by FPM to the Customer. The Customer shall make any such packaging materials available for collection at such times as FPM shall reasonably request. Returns of packaging materials shall be at FPM's expense unless otherwise agreed for any Order.

4.2. Unless agreed otherwise in writing by FPM or specified differently in an Acceptance:

4.2.1. any Goods shall be delivered Ex Works (Incoterms 2020) at FPM's premises indicated in the Acceptance; and

4.2.2. any dates or times indicated in a Contract or in an Acceptance for the delivery of Goods are approximate only and should not be made of the essence by notice. FPM will use reasonable endeavours to achieve delivery within a reasonable time and will keep the Customer informed of any material variation from agreed delivery dates or times. If no delivery dates are specified, FPM shall deliver the Goods within a reasonable time.

4.3. Notwithstanding anything to the contrary contained in the Conditions and/or any Contract, any liability that FPM may incur arising from or relating to any delayed and/or failed delivery of any nature shall in all cases be limited to an amount equal to five percentage (5%) of the price of related Goods.

4.4. FPM shall not be liable for any delay or failure of delivery if such delay or failure was caused by (i) a Force Majeure Event, or (ii) directly or indirectly by any act or omission of the Customer or any individual and entity for whom the Customer should be responsible or liable under the applicable law, or (iii) any issues arising from the carrier, haulage or transport company transporting or shipping the Goods.

4.5. Except in the event of a Force Majeure Event or as a result of a material breach of Contract by FPM, if the Customer fails to pick up delivery of the Goods from FPM's premises within three (3) days of being notified that the Goods are ready for collection under Ex Works Contracts or, where a different Incoterm or delivery method is agreed, the Customer fails to accept delivery from the relevant carrier, as the case may be:

4.5.1. Upon the expiry of the aforementioned three (3) day period for Ex Works Contracts or, where a different Incoterm or delivery method is agreed, the Goods shall be deemed to have been delivered when the relevant carrier attempts to deliver the Goods in accordance with such Incoterm or agreed delivery method and the risk of loss of or damage to the goods shall pass to the customer; and

4.5.2. FPM may store the Goods until actual delivery takes place at the sole cost and risk of the Customer and charge the Customer for all related costs and expenses (including storage, handling and insurance).

4.6. If the Customer fails to collect the Goods for Ex Works Contracts or, where a different Incoterm or delivery method is agreed, the Customer fails to accept delivery from the relevant carrier persist for a period 14 (fourteen) days, FPM shall be entitled to resell or otherwise dispose of all or part of the Goods and, after deducting reasonable storage, handling, insurance and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7. If the quantity delivered by FPM is no more than five percentage (5%) below or above the quantity of Goods ordered under any Contract, the Customer shall not reject any such delivery of Goods. If an over or under delivery occurs within the aforementioned threshold, the Customer shall notify FPM of such under or over delivery in writing specifying the relevant amounts of Goods delivered and, in case of an over delivery, indicate whether the Customer intends to keep and pay for the Goods delivered in excess of the amount agreed in the relevant Contract or whether the Customer wishes to return such excess Goods to FPM. In cases of under delivery where the Customer prepaid for the relevant Goods, FPM shall issue a refund to the Customer (with such refund being for the difference between the amount prepaid by the Customer and the invoice value of the Goods actually delivered). In cases of over delivery where the Customer decides to return the excess Goods to FPM, the Customer shall ensure that the Goods remain new, unused, packaged in the same manner as they were when delivered to the Customer and shall be stored in an appropriate place and in appropriate environmental conditions so as to ensure that there is no deterioration in the quality or anything which may hamper the resale of the Goods until such time as FPM or its nominated carrier collects such Goods from the Customer. Upon receipt and after inspection of the returned Goods, FPM will issue a credit note for the excess Goods at the price invoiced for the relevant delivery of Goods.

4.8. 在不影响条款 4.7 的情况下，科德宝可以分批发货，分别开具发票和付款。任何延迟交货或分期付款的缺额不应使客户有权取消任何其他分期付款。

5. 质量

5.1. 科德宝保证，在交货时，商品应：

5.1.1. 符合规格及相关质保文件；以及

5.1.2. 在材料和工艺上不存在损害相关产品功能的任何重大缺陷。

5.2. 上述保证不扩展至以下任何事项：(A)在订立合同前特别提请客户注意的事项；或者 (B)在订立合同之前，客户对商品进行了检验，并且该检验应该已经揭示了该事项；或者 (C)如果向客户提供样本，合理检查样本时就能明显发现此类事项；或者 (D) 如果是否符合规格要取决于使用条款或安装方式，但客户未满足或遵守此类条款或所需的安装方式。

5.3. 客户在交货后应立即对商品进行外观验收，包括但不限于数量、外包装及其他外观可辨识方面的缺陷。客户签收商品，或客户虽未签收但未在商品交付当日向科德宝提出外观缺陷的，视作客户完成了商品的外观验收。外观验收并不构成对客户就商品隐蔽缺陷提出主张的权利的减损或放弃。

5.4. 客户应及时而且任何情况下都不得晚于客户根据条款 5.3完成检查之日或者在日后发现隐蔽缺陷之后的五（5）天，向科德宝告知客户在商品中发现的任何缺陷或不合格，且此类通知要清楚地描述任何此类缺陷或不合格的性质和程度。

5.5. 在遵守条款 5 其余规定的情况下，如果：

5.5.1. 客户遵守了条款 5.3 和5.4的规定，并且在条款 5.3 和5.4规定的期限内向 科德宝 书面告知检查时发现的所谓缺陷或不合格，并且已经向科德宝提供了相应的实质性证据科德宝；以及

5.5.2. 科德宝获得了合理的机会来检验相关产品；以及

5.5.3. 客户（如果 科德宝 要求其这样做）在科德宝承担费用的情况下将相关商品退还至科德宝的经营场所；以及

5.5.4. 在质保期内提供了条款 5.5.1 规定的通知，

5.5.5. 对于科德宝承认存在缺陷、不合格或违反此处所列质保规定的任何商品（或其任何部分），科德宝 应自主全权选择维修或更换相关商品（更换为类似的 科德宝 商品）且费用由 科德宝 承担，或者退还客户提前全额支付的此类商品的价格的任何部分，但前提条件是任何情况下都要遵守条款 9 的规定。

5.6. 在以下任何事件中，科德宝 对于任何缺陷、不合格或违反此处规定的任何质保的情况不承担任何责任：

5.6.1. 客户未能根据条款 5.3 和/或 5.5的规定，对商品进行检查，或未将客户发现或应该发现的任何缺陷或不合格的情况通知 科德宝；

5.6.2. 客户给出5.4条下的缺陷通知后继续安装、加工、使用缺陷商品；

5.6.3. 产生缺陷是因为客户未能按照 科德宝 的口头或书面指示存放、调试、安装、使用和维护商品，或者（若没有此类指示）未遵循关于这些事项的合理的行业惯例；

5.6.4. 由于科德宝遵循客户提供的任何图纸、设计或规格而导致缺陷或不合格；

5.6.5. 未经科德宝书面同意，客户改变或维修任何商品；

5.6.6. 由于正常磨损、故意损坏、过失或储存或工作条件异常而引起的缺陷；或者

5.6.7. 由于为确保商品符合适用的法律或法规要求而进行的更改，导致商品不同于描述和/或规格。

4.8. Without prejudice to clause 4.7, FPM may deliver the Goods in 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.

5. Quality

5.1. FPM warrants that, on delivery, the Goods shall:

5.1.1. conform with the Specifications and any related Warranty Document; and

5.1.2. be free from significant defects in material and workmanship which impairs the functioning of the relevant Goods.

5.2. The warranties above do not extend to any following matter: (a) which was specifically drawn to the Customer's attention before the Contract was concluded; or (b) where the Customer examined the Goods before the Contract was concluded and such examination should have revealed such matter; or (c) where a sample was provided to the Customer, where such matter would have been apparent from a reasonable examination of the sample; or (d) where conformity with the Specifications is subject to terms of use or the manner of installation and such terms or the required manner of installation were not met or complied with by the Customer.

5.3. The Customer shall conduct a visual inspection of the Goods immediately upon delivery, including but not limited to defects in quantity, outer packaging, and other identifiable aspects of appearance. If the Customer signs for the Goods or does not signs for the same but fails to report any visual defects to FPM on the day of delivery, the Customer shall be deemed to have completed the visual inspection of the Goods. Such inspection does not reduce or waive the Customer's right to make claims regarding latent defects in the Goods.

5.4. The Customer shall notify FPM promptly and in any event no later than the date on which the Customer completed its inspection according to clause 5.3 or five (5) days after subsequent discovery of the latent defects or non-conformities in the Goods, with such notice clearly describing the nature and extent of any such defects or non-conformities.

5.5. Subject to the remaining provisions of clause 5, if:

5.5.1. the Customer has complied with the provisions of clauses 5.3 and 5.4 and within the period specified in Clauses 5.3 and 5.4 notifies FPM in writing of alleged defects or non-conformities discovered during its inspection, and has provided FPM with relevant substantial evidence; and

5.5.2. FPM is given a reasonable opportunity of examining the relevant Goods; and

5.5.3. the Customer (if asked to do so by FPM) returns the relevant Goods to FPM's place of business at FPM's cost; and

5.5.4. the notice specified in clause 5.5.1 has been provided within the Warranty Period,

5.5.5. For any Goods (or any part thereof) that FPM accepts to be defective, non- conforming or non-compliance with the warranties set out herein, FPM shall, at its option and discretion, repair or replace the relevant Goods (with similar FPM Goods) at FPM's cost or refund any portion of the price of such Goods paid in advance by the Customer in full, provided that in all cases subject to the provisions of clause 9.

5.6. FPM shall not be liable for any defect, non-conformity or non-compliance with any warranty set out herein in any of the following events:

5.6.1. the Customer fails to inspect the Goods or fails to notify FPM of any defects or non-conformities that the Customer discovered or ought to have discovered pursuant to the provisions of clauses 5.3 and/or 5.5;

5.6.2. the Customer continue to install, process or make any further use of such defective Goods after giving a notice in accordance with clause 5.4;

5.6.3. the defect arises because the Customer's failure to store, commission, install, use and maintain the Goods in accordance with Freudenberg's oral or written instructions or, in the absence of such instructions, to follow reasonable common industry practice on these matters;

5.6.4. the defect or non-conformity arises as a result of FPM following any drawing, design or specifications supplied by the Customer;

5.6.5. the Customer alters or repairs any Goods without the written consent of FPM;

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

5.6.7. the Goods differ from their description and/or the Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.7. 除此条款 5 的规定外, 在遵守条款 9 的规定的情况下, 对于商品、规格以及提供的任何相关书面材料 (包括任何包装) 的任何缺陷或不合格之处, 或任何未能遵守此处所列保证的情况, 科德宝不向客户承担任何责任, 且客户不能向科德宝寻求任何救济。

5.8. 除本文载列的明示保证外, 科德宝未就产品、任何规格、提供的任何相关书面材料 (包括任何包装) 对任何目的的适合性、它们的适销性、质量、不侵权性或其他方面作出任何其他陈述或保证, 包括明示或暗示的、法定的或其他陈述或保证。

5.9. 本文载列的保证在最初交付商品的质保期内剩余时间内适用于科德宝维修过的商品或提供的替换商品。

6. 所有权与风险

6.1. 在按照条款 4 交货后, 商品灭失或损坏风险将转移给客户。

6.2. 商品所有权由 科德宝 保留至以下的时间 (以较早者为准):

6.2.1. 科德宝全额收到商品付款 (通过现金或结算资金), 包括任何收费或利息 (适用时); 以及

6.2.2. 在客户正常经营过程中将其生产的含有商品的产品销售给第三方或将商品转售给第三方, 在这种情况下, 商品的所有权应在条款 6.4 规定的时间转移给客户。

6.3. 在商品的所有权转移给客户之前, 客户应:

6.3.1. 将商品与客户持有的所有其他商品分开存放, 以便它们可容易得识别为 科德宝 的财产;

6.3.2. 不移除、污损或掩盖商品上的或者与商品有关的任何标识或包装;

6.3.3. 将商品保持在令人满意的状态, 并总体按照 科德宝 不时发布的规格和任何其他指导方针维护商品, 且从交货之日起按全价为商品投保应对一切风险;

6.3.4. 如果客户面临条款 8.1 所列的任何事件, 客户应立即通知 科德宝; 以及

6.3.5. 向 科德宝 提供 科德宝 可能不时需要的与产品相关的信息。

6.4. 在遵守条款 6.5 的情况下, 在 科德宝 收到商品付款之前, 客户可以在正常经营过程中转售或使用商品 (但不能用其他方式)。但是, 如果客户在该时间之前转售商品, 那么:

6.4.1. 它是作为本人而不是作为 科德宝 的代理人这样做;

6.4.2. 在客户销售由其生产的含有商品的客户产品前, 商品所有权应立即从 科德宝 转移给客户;

6.4.3. 在客户转售商品时, 商品所有权在客户付款前仍归科德宝所有, 在此情况下, 客户将代 科德宝 持有任何转售的收入; 以及

6.4.4. 对于在 科德宝 收到客户转售给任何第三方的任何商品的全额付款之前, 客户特此向 科德宝 转让其对此类第三方可能提起的任何付款权利主张, 并且客户特此同意根据科德宝 的要求执行此类付款权利主张。

6.5. 如果在商品所有权转移给客户之前, 客户面临条款 8.1 所列的任何事件, 那么在不限制 科德宝 可能拥有的任何其他权利或救济的情况下:

6.5.1. 客户在正常经营过程中转售或使用商品的权利将立即停止; 以及

6.5.2. 科德宝 可随时:

6.5.2.1. 要求客户交出其持有的、还未被转售或不可逆地并入其他产品的所有商品; 以及

6.5.2.2. 如果客户未能及时这样做, 将进入客户的场所或存放商品的任何第三方的任何场所, 以便收回商品, 进行此类回收的成本将由客户承担。

5.7. Except as provided in this clause 5 and subject to the provisions of clause 9, FPM shall have no liability to the Customer and the Customer shall not seek any remedy against FPM in respect of any defects or non-conformities in the Goods, the Specification and any relevant written materials supplied in connection therewith (including any packaging) or any failure to comply with the warranty set out herein.

5.8. Except for the express warranties set out herein, FPM makes no other representations or warranties, express or implied, statutory or otherwise, regarding the Goods, any Specifications and any relevant written materials supplied in connection therewith (including any packaging) their fitness for any purpose, their merchantability, their quality, their non-infringement or otherwise.

5.9. The warranty set out herein shall apply to any repaired or replacement Goods supplied by FPM for the remainder of the Warranty Period that applied to the Goods originally delivered.

6. Title and Risk

6.1. The risk of loss or damage to the Goods shall pass to the Customer on delivery in accordance with clause 4.

6.2. Title to the Goods shall be retained by FPM until the earlier of:

6.2.1. receipt by FPM of payment in full (in cash or cleared funds) for the Goods, including any charges or interest, if applicable; and

6.2.2. the sale of the products containing the Goods hereunder or the resale of the Goods to a third party in the Customer's ordinary course of business, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

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

6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as FPM's property;

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

6.3.3. maintain the Goods in satisfactory condition and generally in accordance with the Specifications and any other guidelines published by FPM from time to time and keep them insured against all risks for their full price from the date of delivery;

6.3.4. notify FPM immediately if it becomes subject to any of the events listed in clause 8.1; and

6.3.5. provide FPM with such information relating to the Goods as FPM may require from time to time.

6.4. Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before FPM receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1. it does so on behalf of itself rather than FPM's agent;

6.4.2. title to the Goods shall pass from FPM to the Customer immediately before the Customer sells the products manufactured by itself containing the Goods hereunder;

6.4.3. FPM still owns the Goods before the Customer makes the payment when reselling the Goods, and in such case, the Customer shall hold the proceeds of any resale on trust for FPM; and

6.4.4. the Customer hereby assigns to FPM any and all claims it may have against any third parties for payment in respect of any Goods resold by the Customer to such third parties prior to FPM receiving payment for such Goods from the Customer in full and the Customer hereby agrees to enforce such claims at FPM's request.

6.5. If the Customer becomes subject to any of the events listed in clause 8.1 before title to the Goods passes to the Customer, then, without limiting any other right or remedy FPM may have:

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

6.5.2. FPM is entitled to at any time:

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

6.5.2.2. 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 claim them, with the cost of such claim being for the account of the Customer.

6.6. 如果根据此处条款 6 的规定授予 科德宝 的担保权在 科德宝 寻求保留其所拥有的商品所在的任何司法辖区都是无效的，那么在此类司法辖区中认可的为 科德宝 提供关于此类商品的同等担保权的任何其他形式的担保将被视为是已经在双方之间商定。客户有义务执行所有必要行动和采取所有必要步骤，为 科德宝 的利益而创造和维护此类担保权利。

7. 价格与付款

7.1. 商品的价格应采用科德宝与客户签订的价格协议中约定的价格。但科德宝书面接受的订单或其他形式的合同中约定了不同价格的，以该等订单或合同中约定价格为准。

7.2. 除非双方另有书面约定，否则商品的价格：

7.2.1. 不包括相关的关税、增值税（“VAT”）或者任何其他适用的税款，为此，客户应额外按现行税率向 科德宝 付款，但须收到有效的增值税发票；以及

7.2.2. 不包括商品的保险和运输费用，此类费用应在商品价格之外，给客户单独开具发票。

7.3. 在商品被发送给客户之后或合同中另有约定的情况下，科德宝可随时向客户开具商品发票。

7.4. 除合同另有约定外，客户应在发票日期之后的十四（14）天内用结算资金全额结清发票款项。款项应付至 科德宝 以书面形式指定的银行账户。付款时间是实质要件。

7.5. 如果客户未能在付款到期日之前根据合同向 科德宝 支付任何应付的款项，那么对于逾期金额，客户应按中国人民银行一年期商业贷款基准利率上浮百分之八（8%）的年利率支付利息。此类利息应从到期日开始按日计算，直至实际支付逾期款项，无论是在判决前还是判决后。客户应连同逾期款项一起支付利息。

7.6. 客户应全额支付合同中应支付的所有款项，不得有任何抵销、反诉、扣减或扣缴（法律规定的扣减或扣缴除外）。在不限制其拥有的任何其他权利或救济的情况下，科德宝可以随时用客户欠科德宝的任何金额抵销 科德宝 应向客户支付的任何金额。

8. 终止

8.1. 在不限制 科德宝 根据本条件、合同或适用法律可能拥有的任何其他权利或救济的情况下，科德宝 在以下情况时可以书面通知客户的方式立即终止合同：

8.1.1. 客户严重违反合同，并且（若该违约行为能够纠正），未能在收到书面通知后十（10）天内纠正违约行为；

8.1.2. 客户采取任何措施或行动，涉及客户进入管理、临时清算程序或达成与债权人的任何和解或安排（不包括有偿付能力的重组）、清盘（无论是自愿的还是根据法院命令，除非是为了进行有偿付能力的重组）、为其任何资产任命接管人或停止开展业务，或者如果是在其他司法辖区采取措施或行动，则涉及相关司法管辖区的任何类似程序；

8.1.3. 客户暂停、威胁暂停、停止或威胁停止其全部或大部分业务；或者

8.1.4. 客户的财务状况严重恶化以令科德宝相信客户已严重缺乏充分履行合同义务的能力。

8.2. 如果客户面临条款 8.1 所列的任何事件，或者 科德宝 合理地认为，客户将面临此类任何事件，或者如果客户未能在付款到期日支付合同中应付的任何款项，则在不限制自己的其他权利或救济的情况下，科德宝 可以暂停履行合同或者客户与 科德宝 之间的任何其他合同中的任何义务。

8.3. 如果客户未能在付款到期日支付任何合同中应付的任何款项，并且在收到此类付款的书面通知后的十四（14）天内仍然违约，在不限制自己的其他权利或救济的情况下，科德宝可以书面通知客户的方式终止合同，并立即生效。

8.4. 因任何原因终止合同时，客户应立即向 科德宝 支付所有未偿付的未付发票以及可能已发生的相关利息或其他费用。

6.6. To the extent that the security rights granted to FPM according to clause 6 are invalid in any jurisdiction where the Goods to which FPM seeks to retain title are located, any other form of security which is recognised in such jurisdiction and which gives FPM equivalent security rights over such Goods shall be deemed to have been agreed upon between the parties. The Customer shall be bound to perform all acts and take all steps necessary for the creation and upholding of such security rights for FPM's benefit.

7. Price and Payment

7.1. The price of the goods shall be based on the price agreed upon in the Price Agreement entered into by and between FPM and the Customer. However, if a different price is stipulated in an order or other form of Contract accepted by FPM in writing, the price stipulated in such order or contract shall prevail.

7.2. Unless otherwise specified by the parties in writing, the price of the Goods:

7.2.1. excludes amounts in respect of duties, value added tax ("VAT") or any other applicable tax, for which the Customer shall additionally pay to FPM at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2. excludes the costs and charges of insurance and transport of the Goods, which shall be invoiced to the Customer in addition to the price of the Goods.

7.3. FPM may invoice the Customer for the Goods on or at any time after the Goods are despatched to the Customer or as otherwise agreed in the Contract.

7.4. Unless otherwise expressly specified in the Contract, the Customer shall pay the invoice in full and in cleared funds within fourteen (14) days of the date of the invoice. Payment shall be made to the bank account nominated in writing by FPM. Time of payment is of the essence.

7.5. If the Customer fails to pay any amount to FPM due under a Contract on the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of eight percent (8%) per annum above the People's Bank of China's reference rate for one-year commercial loans. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.6. The Customer shall pay all amounts due under a Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). FPM 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 FPM to the Customer.

8. Termination

8.1. Without limiting any other rights or remedies that FPM may have under the Conditions, the Contract or applicable law, FPM is entitled to terminate a Contract with immediate effect by giving written notice to the Customer if:

8.1.1. the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within ten(10) days of being notified in writing to do so;

8.1.2. 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;

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

8.1.4. the Customer's financial position deteriorates to such an extent that in FPM's reasonable believes the Customer's capability to adequately fulfil its obligations under the Contract has been placed in significant jeopardy.

8.2. Without limiting its other rights or remedies, FPM may suspend the performance of any of its obligations under a Contract or any other contract between the Customer and FPM if the Customer becomes subject to any of the events listed in clause 8.1, or FPM 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 a Contract on the due date for payment.

8.3. Without limiting its other rights or remedies, FPM may terminate a Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under any Contract on the due date for payment and remains in default within fourteen (14) days after being notified in writing to make such payment.

8.4. Upon termination of a Contract for any reason, the Customer shall immediately pay to FPM all of FPM's outstanding unpaid invoices and any interest or other charges that may have accrued in respect thereof.

8.5. 合同的终止不影响双方在合同终止之前已产生的任何权利和救济，包括针对在合同终止日或之前存在的任何违约行为中索赔损害赔偿的权利。

8.6. 任何明示或暗示在终止时或终止后生效或继续有效的合同条款将继续完全生效和有效。

9. 责任限制

9.1. 本条件的任何内容都不能限制或排除 科德宝 对以下事项的责任：

9.1.1. 因其过失或其员工、代理或分包商的过失（视情况而定）而造成的死亡或人身伤害；

9.1.2. 欺诈或欺诈性虚假陈述；

9.1.3. 法律不能排除的、根据任何适用的产品责任法而产生的责任；或者

9.1.4. 科德宝 排除或限制相关责任是不合法的任何事项。

9.2. 在遵守条款 9.1 的前提下：

9.2.1. 科德宝在任何情况下都不向客户承担源自或涉及本条件或涉及任何合同的任何 (a) 利润损失、(b) 节省损失、(c) 机会损失、(d) 使用损失、(e) 生产损失、(f) 召回成本、(g) 合同损失、(h) 由任何第三方针对客户提起的罚款、违约金或索赔、或者 (i) 任何间接或后果性损失，不论是基于合同、侵权（包括过失）、违反法定义务还是其他方式；以及

9.2.2. 对于源自或涉及本条件的或者涉及任何合同的所有其他损失（包括根据条款4应支付的任何款项，它们仍受制于该条款中规定的限制），不论是基于合同、侵权（包括过失）、违反法定义务还是其他方式，科德宝向客户承担的总责任在任何情况下都不超过导致或产生相关责任的商品的购买价格。

9.2.3. 如果科德宝未能履行其在本条件中和/或任何合同中的义务，则客户在本条件中的救济是排他性的，并且是其唯一的救济。

10. 不可抗力

如果延迟或未能履约是由于不可抗力事件导致，则任何一方都不算是违反合同，也无需为延迟履行或未能履行其在合同中的义务（任何付款义务除外）承担责任。如果延迟或未能履约的情况持续三（3）个月，未受不可抗力影响的一方可以通过向受不可抗力影响的一方发出书面通知的方式，立即终止相关合同。

11. 知识产权

11.1. 科德宝是并且始终是所有商品、规格和提供的任何相关书面材料（包括任何包装）中所有知识产权的所有者，并对此类权利拥有全部所有权。

11.2 在科德宝履行合同中生成与商品相关的包括但不限于发明、改进、配方、参数、图纸等工作成果及其相应的知识产权归科德宝所有，但双方事先另有书面约定的，从其约定。

11.3. 客户自己不应从事，也不应授权任何第三人从事任何将要或可能损害或不符合任何商品、规格和提供的任何相关书面材料（包括任何包装）中 科德宝知识产权或相关商誉的行为，尤其是自己不会或授权他人变更、删除、遮盖或合并任何商品的其他（全部或部分）标志。客户自己不应，也不应授权任何第三人把 科德宝及其关联公司在任何商品、规格和提供的任何相关书面材料（包括任何包装）中的相关知识产权用于任何文具、广告、促销或销售材料，但 科德宝或其关联公司不时书面授权除外。

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

8.6. Any provision of a 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.

9. Limitation of Liability

9.1. Nothing in the Conditions shall limit or exclude FPM's liability for:

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

9.1.2. fraud or fraudulent misrepresentation;

9.1.3. liability in accordance with any applicable product liability laws which cannot be excluded by law; or

9.1.4. any matter in respect of which it would be unlawful for FPM to exclude or restrict liability.

9.2. Subject to clause 9.1:

9.2.1. FPM shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any (a) loss of profit, (b) loss of savings, (c) loss of opportunity, (d) loss of use, (e) loss of production, (f) recall costs, (g) loss of contract, (h) penalties, liquidated damages or claims made by any third parties against the Customer, or (i) any indirect or consequential loss arising from or relating to the Conditions or in connection with any Contract; and

9.2.2. FPM's total liability to the Customer in respect of all other losses arising from or relating to the Conditions or in connection with any Contract (including any payment pursuant to Clause 4, which remain subject to the limitations set out therein), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Goods which caused or gave rise to the relevant liability.

9.2.3. The remedies of the Customer hereunder are exclusive and are its sole remedies for any failure of FPM to comply with its obligations under the Conditions and/or any Contract.

10. Force Majeure

Neither party shall be in breach of a Contract nor be liable for delay in performing, or failure to perform, any of its obligations (except for any payment obligation) under a Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for three (3) months, the party not affected by the Force Majeure Event is entitled to terminate the Contract with immediate effect by giving written notice to the affected party.

11. Intellectual Property Rights

11.1. FPM is and shall remain the owner of all Intellectual Property Rights in any Goods, Specifications and any relevant written materials supplied in connection therewith (including any packaging) and shall have full title to such rights.

11.2 Any work results related to the Goods generated by FPM during the performance of the Contract, including but not limited to any inventions, improvements, formulas, parameters, drawings, and their corresponding intellectual property rights, shall be owned by FPM. However, if the parties have made a prior written agreement to the contrary, such agreement shall prevail.

11.3. The Customer shall not itself engage in nor authorise any third party to engage in any act which would or might be detrimental or inconsistent with FPM's Intellectual Property Rights or relevant Goodwill in relation to any Goods, Specifications and any relevant written materials supplied in connection therewith (including any packaging) and, in particular, shall not itself nor authorise any third party to do any alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on any Goods. The Customer shall not use nor authorise any third party to use FPM and its affiliates' Intellectual Property Rights in relation to any Goods, Specifications and any and relevant written materials supplied in connection therewith (including any packaging) for any stationery, advertising, promotion or selling material, expect as authorised by FPM and its affiliates in writing from time to time.

11.4. 如果任何商品要按照客户提供的规格或任何技术数据（或此类规格或技术数据中包含或提及的重要信息和/或要求）进行生产，那么对于源自或涉及 科德宝使用客户提供的规格和/或技术数据（或客户提供的相关重要信息和/或要求）的实际或指称的侵犯第三方知识产权的行为，客户应赔偿并保护 科德宝 免于承担根据此类行为对 科德宝 提起任何索赔而使 科德宝 遭受或产生的所有责任、成本、费用、损害和损失（包括任何直接、间接或后果性损失、利润损失、名誉损失和所有利息、罚款以及法律和其他专业成本和费用）。在合同终止后，此处的条款 11.3 将继续有效。

11.5. 对于商品、规格和提供的任何相关书面材料（包括任何包装）中的相关知识产权的有效性或可执行性，以及它们是否侵犯任何第三方知识产权，科德宝 不做任何陈述或保证。

12. 一般规定

12.1. 转让和其他交易

12.1.1. 科德宝可随时对其在合同中的全部或任何权利或义务进行转让、转移、抵押、收费、分包或以其他方式进行处理。

12.1.2. 未经 科德宝事先书面同意，客户不得对其在合同中的任何权利或义务进行转让、转移、抵押、收费、分包、宣布托管或以其他方式进行处理。

12.2. 完整协议

12.2.1. 合同构成双方之间的完整协议，并取代和废除双方之间关于其标的事项的所有先前的协议、承诺、保证、担保、陈述和谅解，无论是书面的还是口头的。

12.2.2. 各方同意，对于合同中未列明的任何声明、陈述、保证或担保（无论是无意还是过失造成），各方均不应采取救济措施。各方同意，对于基于本协议中任何陈述的无意或过失的虚假陈述或者过失的错误陈述，各方均不提出索赔。

12.3. 变更

除非以书面形式并经双方（或其授权代表）接受，否则合同的任何变更均不具有约束力。

12.4. 弃权

12.4.1. 对任何权利或救济的放弃只有采用书面形式才有效，并且不应被视为对任何后续违反合同或违约行为的豁免。延迟或未行使任何权利或救济，或单独或部分行使任何权利或救济，并不是：

12.4.1.1. 放弃相关的或任何其他权利或救济；也不是

12.4.1.2. 防止或限制进一步行使相关的或任何其他权利或救济。

12.5. 可分割性

如果合同的任何条款或部分条款是或成为无效、非法的或不可执行的，则该条款应视为在使其变得有效、合法和可执行所需的最低程度上进行修改。如不能进行此类修改，则有关条款或部分条款应视为删除。根据本条件的规定对任何条款或部分条款的任何修改或删除均不影响合同其余条款的有效性和可执行性。

12.6. 通知

12.6.1. 向另一方提供的、合同要求的或者涉及合同的任何通知或其他通信应采用书面形式，发送至该协议方的主要营业地址，或者该协议方可能根据本条件向另一方书面指定的其他地址，并且应由专人递送、通过预付费用头等邮递服务或其他次日达递送服务、商业快递或者传真或电子邮件发送。

12.6.2. 以下情况时，通知或其他通信应视为已经收到：如果是专人递送，为放置在条款 12.6.1 中提及的地址时；如果是通过商业快递发送，为在签署快递公司的送达回执的日期和时间时；或者如果通过传真或电子邮件发送，通知数据进入对方系统之时。

12.6.3. 本条件的规定不适用于任何法律诉讼中的任何诉讼或其他文件的送达。

13. 适用法律和管辖权

11.4. To the extent that any Goods are to be manufactured in accordance with specifications or any technical data supplied by the Customer (or material information and/or requirements contained or referred to in such specifications or technical data), the Customer shall indemnify and keep FPM harmless from 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 FPM in connection with any claim made against FPM for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with FPM's use of the specifications and/or technical data supplied by the Customer (or the material information and/or requirements supplied in connection therewith by the Customer). This clause 11.3 shall survive termination of the Contract.

11.5. FPM makes no representations or warranties as to the validity or enforceability of the Intellectual Property Rights in any Goods, Specifications and any relevant written materials supplied in connection therewith (including any packaging), nor as to whether they infringe any intellectual property rights of third parties.

12. General

12.1. Assignment and other dealings

12.1.1. FPM may at any time assign, transfer, mortgage, charge, subcontract or in any other manner deal with all or any of its rights or obligations under a Contract.

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

12.2. Entire agreement

12.2.1. A Contract 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.

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

12.3. Variation

No variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4. Waiver

12.4.1. A waiver of any right or remedy is only effective when it is given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or alone or partial exercise of, any right or remedy shall not:

12.4.1.1. waive relevant or any other right or remedy; nor

12.4.1.2. prevent or restrict the further exercise of relevant or any other right or remedy.

12.5. Severability

If any provision or part-provision of a 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.

12.6. Notices

12.6.1. Any notice or other communication given to a party under or in connection with a Contract shall be in writing, addressed to that party at its principal place of business 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.

12.6.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.6.1; 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, the time when the notice data is entered into the other party's system.

12.6.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Governing Law and Jurisdiction

13.1. 有关合同或本条件的存在性、有效性、解释、执行、履行或终止的一切事务、问题和争议，均应受中华人民共和国法律管辖并据解释，不考虑可能导致适用任何其他司法辖区法律的任何其他法律选择或法律冲突规则或规定。《联合国国际货物销售合同公约》的适用性被明确排除在外。

13.2. 源自或涉及根据本条件达成的任何合同的任何争议将提交给科德宝所在地人民法院通过诉讼予以解决。

13.3. 本条件或任何合同中的任何内容都不应阻止任何一方适当的法院寻求紧急救济。

14. 法律效力

14. 1. 上述条款及条件的中英文版本如有不一致之处，应以中文版本为准。

13.1. All issues, questions and disputes concerning the existence, validity, interpretation, enforcement, performance or termination of a Contract or the Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China, without giving effect to any other choice of law or conflict-of-laws rules or provisions that would cause the laws of any other jurisdiction to be applicable. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.2. Any dispute arising from or in connection with any Contract concluded hereunder shall be submitted to the People's Court in the jurisdiction where FPM is located for settlement by litigation.

13.3. Nothing in these Conditions or in any Contract shall prevent either Party from approaching the appropriate court for urgent relief.

14. Legal Effect

14. 1. If there is any discrepancy between the Chinese and the English versions of the above Terms and Conditions, the Chinese version shall prevail.