

## GGB China Terms & Conditions of Sale 捷博公司中国区销售条款和条件

### 1. DEFINITIONS. 定义

1.1 The following defined terms are used in these Terms and Conditions of Sale: (a) The collective terms and conditions described in (a) and (b) of Section 2.1 are referred to as the “**Agreement.**” (b) The products that are the subject of a sale from GGB to Buyer are referred to as the “**Products.**” (c) The services quoted or sold by GGB to Buyer are referred to as the “**Services.**” (d) Items of tangible property on which GGB performs Services or that result from Services, (e.g., a bearing on which GGB performs repair Services) are referred to as “**Service Items.**” (e) GGB Bearing Technology (Suzhou) Co., Ltd. or other China GGB affiliate making the sale of Products or Services to Buyer is referred to as “**GGB.**” (f) The purchaser of the Products or Services is referred to as the “**Buyer.**”

1.1 现将本销售条款和条件中所使用术语定义如下：(a)“**协议**”指第2.1节(a)款及(b)款中所述销售条款和条件的统称(b)“**产品**”指由捷博公司向买方销售的对象(c)“**服务**”指捷博公司向买方报价或出售的服务(d)“**服务物品**”指捷博公司对其提供服务的有形资产或服务所产生的有形资产(例如：捷博公司为其进行维修服务的轴承)(e)“**捷博公司**”指向买方销售产品或服务的捷博轴承技术(苏州)有限公司或其它中国区的捷博公司关联公司(f)“**买方**”指购买产品或服务的一方。

### 2. AGREEMENT. 协议

2.1 The terms and conditions that apply to and govern the sale of Products and Services by GGB to Buyer include and are limited exclusively to those contained in or expressly incorporated by (a) as applicable, GGB’s quotation, acknowledgement or invoice, or a separate written sales, pricing, or similar agreement signed by an authorized representative of GGB, and (b) these Terms and Conditions of Sale, whether or not they are specifically referenced in or incorporated by GGB’s quotation, acknowledgement or invoice or the separate written and signed sales, pricing, or similar agreement. The terms and conditions of the quotation, acknowledgement, invoice or written and signed sales, pricing, or similar agreement are to be read, so far as possible, as being consistent with these Terms and Conditions of Sale, but any irreconcilable conflict is to be resolved in favor of the quotation, acknowledgement, invoice or separate written and signed sales, pricing, or similar agreement.

2.1 适用于并约束捷博公司向买方提供产品及服务销售的条款包括并仅限于包含在或明确表明包括在(a)捷博公司的报价单、确认函或账单、单独的书面销售、定价、或类似的由捷博公司授权代表签字的协议中(如适用),以及(b)本销售条款和条件,无论是否被明确引用或纳入捷博公司的报价单、确认函或账单、单独的经签署的书面销售、定价、或类似的协议中。报价单、确认函、账单或经签署的书面销售、定价、或类似协议中的条款和条件应尽可能按照本销售条款和条件解读,若有相抵触之处,应以报价单、确认函、账单或单独的经签署的书面销售、定价或类似协议为准。

2.2 GGB objects to terms and conditions that are additional to or different from those that are a part of the Agreement, and no additional or different term will be part of the Agreement unless expressly made so in a writing signed by an authorized representative of GGB. The preceding sentence excludes from the Agreement, among other things, (a) terms and conditions appearing on or referenced in Buyer’s purchase order or other similar document, other than the specifics of the transaction (e.g., part number, quantity and price) that coincide with GGB’s quotation, acknowledgement, invoice or separate written and signed sales, pricing, or similar agreement, (b) Buyer’s standard terms and conditions of purchase, (c) Buyer’s quality policy and other supplier policies, and (d) Buyer’s web site or supplier e-commerce site, even though it may be necessary for GGB to click an “accept,” “agree,” or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply.

2.2 捷博公司不接受协议以外的或与协议中某部分不同的条款和条件,协议通常情况下不包含任何附加或不同条款,但有书面明确说明并由捷博公司授权代表签字的情况除外。前面一句所指的从协议中排除的内容包括但不限于:(a)买方采购订单或其他类似文件中出现的或引用的条款和条件,不包括与捷博公司的报价单、确认函、账单、或单独的经签署的书面销售、定价或类似协议相符合的交易细节(例如零件号码、数量及价格),(b)买方的标准采购条款和条件,(c)买方的质量政策及其他供应商政策,以及(d)买方的网站或供应商电子商务网站,即使捷博公司为了获取与当前或潜在订单或供货项目相关信息可能不得不点击电子网站上的“接受”、“同意”或类似按钮。

2.3 No modification of the Agreement or waiver of any of its terms will be binding on GGB unless the modification or waiver is clearly expressed in writing and signed by an authorized representative of GGB. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

2.3 对协议的任何修改或对协议任一条款的弃权，对捷博公司都不具有约束力，除非该修改或弃权被以书面形式明确表示并经捷博公司的授权代表签字。前面一句所指的从协议中排除的内容包括但不限于：声称口头商定的、履约过程中产生的及按商业惯例的修改或弃权。

2.4 All orders, including new orders in the form of increases to existing orders, are subject to GGB's acceptance. GGB will not be obligated to fulfill any request for Products or Services that Buyer is not also obligated to purchase. Buyer will be deemed to have accepted the Agreement by (a) assenting to the Agreement in writing, (b) placing an order for Products or Services, (c) accepting delivery or performance of all or any portion of the Products or Services, (d) paying for all or any portion of the Products or Services, or (e) taking any other action evidencing Buyer's acceptance of the benefits of the Agreement.

2.4 所有订单，包括对现有订单的追加订单，都需经捷博公司同意。对于买方也不承担必须购买义务的产品或服务，捷博公司没有义务必须履行相关的要求。买方将被视作接受协议，如果：(a) 以书面形式同意协议，(b) 对产品或服务下订单，(c) 接受全部或部分产品或服务的交付或履行，(d) 为全部或部分产品或服务进行付款，或者 (e) 采取任何显示买方接受协议带来的利益的行为。

2.5 If GGB's work on an order requires material from Buyer or a third party selected by Buyer, and GGB does not timely receive material that strictly conforms to GGB's requirements, including with respect to chemical composition, physical properties and dimensions, GGB may delay performance of or cancel the order without liability, and Buyer shall compensate Seller for all Delay/Cancellation Costs (as defined in Section 9.1), including for costs incurred and time expended working on non-conforming material.

2.5 如果捷博公司在完成订单的过程中需要由买方或买方指定的第三方提供材料，而捷博公司没有及时收到严格符合捷博公司要求（包括对化学成分、物理性质和尺寸的要求）的材料，捷博公司可以无责任地延期履行或取消订单，而买方应对卖方所有因为延期或取消造成的损失(详细规定见9.1)进行赔偿，该赔偿包括使用不符合标准材料所产生的费用和花费的时间。

2.6 If the Agreement concerns Products for OE production, (a) the duration of GGB's obligation to supply is limited to the time specified in a separate writing that is part of the Agreement or, if no time is specified, then for a reasonable time, and (b) GGB is not required to supply service parts.

2.6 如果协议涉及用于OE客户的产品 (a) 捷博公司的交货期限仅限于协议中单独的书面规定，或者若无详细规定时间，则在合理期限内交货，并且 (b) 捷博公司没有义务提供维修件。

2.7 If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify GGB of that fact and of any contract clauses that Buyer is obligated by law to include in its contracts for acquiring the Products or Services. No government contract clause will be included in the Agreement unless agreed to in a writing signed by an authorized representative of GGB.

2.7 如果买方是为政府合同或政府分包合同采购产品或服务，买方应及时告知捷博公司该项事实并告知任何按法律规定买方在为获取产品或服务的合同中应包含的合同条款。除非有由捷博公司授权代表签字的书面同意，否则协议中不可包含政府合同条款。

### 3. PRICES AND TAXES. 价格及税金

3.1 No price quotation will remain effective for more than 30 days, unless the quotation expressly provides otherwise.

3.1 报价单有效期限为三十天，除非报价单明确另有规定。

3.2 Unless otherwise provided in a writing that is a part of the Agreement, Unless otherwise provided in a writing that is a part of the Agreement, the price for Products will be GGB's catalog price or book price in effect of the shipment date. The "shipment date" is the date upon which GGB has completed the applicable order and made the products available for shipment, regardless of application of Incoterms 2020 delivery term.)

3.2 除非协议中有另行书面规定，否则产品价格以**发货当日**有效的捷博公司价目表中价格为准。“**发货当日**”指捷博公司已完成相关订单且产品已可安排发货之日，而不适用相关的2020国际贸易术语的交货条款。)

3.3 If the Agreement concerns Products for OE production, the price applies only to Products used by Buyer in OE production, and GGB may charge a different price for the same Products used for service parts, spares, and the like.

3.3 如果协议涉及用于OE客户的产品，则价格只适用于买方在OE生产中使用的产品，且捷博公司有权对用于维修件、备件等等的相同产品执行不同价格。

3.4 The price does not include taxes, duties, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products or performance of the Services, all of which will be the responsibility of and paid by Buyer or, if required to be paid by GGB, then reimbursed to GGB by Buyer.

3.4 价格不包含税金、关税、费用、评估费或其他在产品的生产、销售、购买、运输、进口或出口和服务过程中由任何政府部门收取的费用，以上费用全部为买方的责任，应由买方支付，或者，若必须由捷博公司支付的，则买方应偿还捷博公司相关费用。

3.5 The price is based on GGB's standard packaging for domestic China shipments. Additional charges will apply for packaging for export shipments and for other special shipping or packaging requirements requested by Buyer. Buyer is responsible for the costs of purchasing reusable packaging and for the logistics and transportation costs associated with the return of reusable packaging.

3.5 价格以捷博公司中国国内装运标准包装为基础。买方提出的出口装运和其他特殊运输或包装需求将会产生额外收费。买方有责任支付购买可重复使用包装的费用以及可重复使用包装运回时产生的物流及运输费用。

3.6 Prices are based on and assume Buyer's compliance with all of the terms and conditions of the Agreement, including, if applicable, a promise by Buyer to purchase a particular mix of Products or Services, a certain quantity of Products or Services, or a certain percentage of Buyer's requirements for the Products and Services. The price for Services is based on and assumes the accuracy of all representations (formal and informal) made by Buyer concerning the circumstances and conditions in which and the material on which the Services will be performed. GGB may adjust prices if any of the forgoing assumptions proves incorrect.

3.6 价格以协议为基础，并假定买方遵守协议中的所有条款和条件，包括：买方就购买某种特定组合产品或服务、或一定量的产品或服务、或一定比例的买方对产品和服务的要求的承诺（如适用）。捷博公司假定买方关于进行服务的环境和状况以及服务所用材料的描述（正式和非正式的）都是准确的，并以此为基础确定服务价格。若前述假设被证实有误，那么捷博公司有权调整价格。

3.7 GGB may pass through to Buyer, and Buyer shall accept, any price increase imposed by a supplier or sub-vendor that Buyer requires GGB to use. Except to the extent Buyer and GGB have otherwise explicitly agreed in a separate signed writing, GGB may at any time adjust prices based on or apply a surcharge reflecting changes to energy costs, material costs, labor costs, tariffs and exchange rates.

3.7 如果买方要求捷博公司使用的供货商或次级供应商提高价格，则捷博公司有权将提价的部分转由买方承担，且买方必须接受。除非买方和捷博公司另有明确同意并单独签署书面证明，否则捷博公司有权随时根据能源成本、材料价格、人工成本，关税以及汇率的变化调整价格或追加额外费用。

#### 4. PAYMENT. 付款

4.1 Payments are due net 30 days from the date of the invoice, unless GGB agrees in writing to any other payment terms for any particular order. Payments must be made in the quoted currency or, if that is not determinable, then the local currency of the applicable GGB billing center. Buyer shall pay GGB's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by GGB.

4.1 付款应在发票日期后的30日内付清，除非捷博公司书面同意对某一特定订单适用其他支付条款。付款必须以报价所用货币进行支付，或者，如果不确定报价货币，则采用适用的捷博公司计费中心所在地的当地货币。买方应按账单付款，不应以任何理由打折、抵消或减少，包括声称的保证期索赔或其他因捷博公司不履约的索赔。

4.2 GGB may modify the payment terms in response to GGB's reasonable doubts as to Buyer's creditworthiness, evidence of which could include a default under any of Buyer's major financing agreements, Buyer's inability to obtain financing, and a reduction in Buyer's credit rating by a major rating agency. The changes GGB may make include shortening the payment period or requiring advance payment. GGB shall notify Buyer in writing of any such changes, and the changes may be made retroactive to include amounts then accrued but unpaid.

4.2 捷博公司有权因对买方的信用可靠程度的合理质疑而变更支付条款，合理质疑的证据包括买方任一重大融资协议的违约、买方不能获得融资、以及由一家重要评级机构对买方做出的信用评价降级。捷博公司有权做出的变更包括缩短支

付期限或要求提前付款。捷博公司应以书面形式告知买方任何该等变更，该变更具有追溯效力，可以涵盖当时已发生但尚未支付的金额。

4.3 If Buyer fails to make a payment when due or if GGB reasonably deems itself to be insecure in respect of Buyer's ability to satisfy its payment obligations under the Agreement, GGB may, in addition to the actions described in Section 4.2, take one or more of the following actions: (a) cancel any outstanding orders, (b) withhold further deliveries of Products and performance of Services, and (c) declare all unpaid amounts for Products previously delivered and Services previously performed immediately due and payable. Buyer shall reimburse GGB for all costs of collection, including reasonable attorneys' fees, incurred as a result of Buyer's failure to make payments when due. The foregoing remedies are in addition to GGB's other rights and remedies under the Agreement and under applicable law, including Section 2-609 of the Uniform Commercial Code.

4.3 如果买方未能按时支付，或捷博公司就买方依据协议完成给付义务的能力问题合理地认为自身处于不安全地位，除条款4.2所述的行为之外，捷博公司还有权采取一项或几项下列行动：(a) 取消任何未处理订单，(b) 停止进一步发货或进行服务，以及 (c) 宣布此前已交付产品和已进行服务的所有未付款立即到期应付。买方应偿还捷博公司因买方未能按时支付所造成的所有追讨成本，包括合理的律师费。捷博公司享有协议和适用的法律（包括美国统一商法典第2-609条）规定的其他权利和救济方法，前述救济方法是对其的补充。

## 5. SHIPMENT AND DELIVERY. 运输与交付

5.1 Indicated or "promised" Delivery Dates, Shipment Dates and Completion Dates are estimates and assume, among other things, timely receipt from Buyer and others of any necessary information, conforming raw materials, and tooling, and of any required advance payment. GGB's failure to meet an indicated Delivery Date or Completion Date will not constitute a breach of the Agreement. (The "Delivery Date" is the date upon which GGB has satisfied the applicable Incoterms 2020 delivery obligation. The "Completion Date" is the date upon which GGB has substantially completed performing the Services that are subject of an order.) GGB will be excused from any performance obligation to the extent GGB's performance is hindered, prevented or delayed by a cause or event beyond its reasonable control, including an act of God, action of governmental authorities (valid or invalid), fire, flood, windstorm, explosion, riot, natural disaster, disease, epidemic, war, sabotage, labor problems (including lockouts, strikes, slowdowns), failure of or inability to obtain power, material, labor, equipment or transportation, and a court or administrative injunction or order. If GGB's production or delivery is delayed, GGB may allocate production and delivery among its customers in a manner it deems reasonable.

5.1 表明的或“承诺”的交付日期、装运日期、和完成日期是估计值，并且是假定能够及时从买方或他人获取所需信息、符合要求的原材料、工具、以及任何按要求的提前支付等。捷博公司若未能达到表明的交付日期或完成日期，不构成违反协议。（“交付日期”指捷博公司完成了适用的2020年国际贸易术语解释通则中的交付义务的日期。“完成日期”指捷博公司实质上完成作为订单对象的服务的日期。）若捷博公司对订单的执行由于超过其合理控制范围的原因或事件被妨碍，阻止或延迟，捷博公司将在相应程度上免除履约义务，这些原因或事件包括不可抗力、政府机关行为（有效或无效的），火灾、洪水、台风、爆炸、暴乱、自然灾害、疾病、传染病、战争、阴谋破坏、劳工问题（包括封锁、罢工、怠工），不能或无法取得能源、材料、劳工、设备或运输工具以及法庭或行政禁止令或命令。如果捷博公司的产品或交付延迟了，捷博公司有权在客户中按照其认为合理的方式调配生产和交付。

5.2 The delivery term for Products and Service Items is Ex Works (EXW) the designated GGB authorized facility (Incoterms 2020). Risk of loss to Products, Service Items and other items shipped by GGB will transfer upon the Delivery Date.

5.2 产品和服务物品的交付以工厂交货（EXW）的方式在指定的捷博公司授权场所交付（2020年国际贸易术语解释通则）。产品、服务物品和其它由捷博公司运送的物品丢失的风险将在交付日期被转移。

5.3 Unless otherwise provided in the Agreement, GGB may select the shipping method and carrier. GGB will not be liable for, and Buyer shall not assert against GGB or deduct from amounts owing to GGB, claims for delay, breakage, loss or damage occurring after GGB has satisfied its delivery obligations. Buyer shall instead make all claims for any such loss or damage directly to the transportation carrier or insurer, as appropriate.

5.3 除非协议另有规定，捷博公司可以选择运输方式和运输承运人。捷博公司不对其完成交付义务后发生的延迟、破损、丢失、损毁承担责任，买方亦不能就此向捷博公司主张索赔或从对捷博公司所欠金额中扣除，而应酌情直接向运输承运人或向承保人就以上丢失或损毁主张索赔。

5.4 Buyer is not entitled to reject or refuse to accept Products or Services unless they do not conform to the limited warranty provided in Section 7.1. Buyer shall, within 10 days following receipt of Products or Service Items, or completion of Services, as

applicable, inspect the Products, Services and Service Items and notify GGB in writing of any nonconformity with the limited warranty, failing which Buyer will be deemed to have waived any nonconformity that was or could have been identified from such an inspection.

5.4 买方无权拒绝或拒绝接受产品或服务，除非它们不符合条款7.1中规定的有限质量保证。买方应在收到产品或服务物品，或服务完成（如适用）后的10日内，检查产品、服务和物品并书面告知捷博公司任何与有限质量保证不符的情况，否则将视作买方对任何已经或可能从上述检查中发现的不符合之处放弃权利主张。

5.5 No Products, Service Items or other items may be returned by Buyer for any reason without GGB's written authorization.

5.5 未经捷博公司书面授权，买方不得以任何理由退回产品、服务项目或其他项目。

5.6 **QUANTITY VARIANCES.** GGB reserves the right to ship and Buyer agrees to accept an under-or-over-run of any quantity up to and including 10%.

5.6 **溢短装。**捷博公司有权装运并且买方同意接受供货量10%以内（包括本数）的溢短装。

## 6. **PROPERTY; FACILITIES.**

### **财产；设施**

6.1 Buyer is to be considered the owner of all tooling, dies and similar items (a) that Buyer owns and places in GGB's possession for the purpose of manufacturing the Products or providing the Services, or (b) that Buyer pays for as separate items on an order if Buyer and GGB specifically agree in writing that the tooling, dies or similar items will be owned by Buyer ("**Buyer Tooling**"). Buyer is responsible for paying for any necessary replacements of and repairs to the Buyer Tooling.

6.1 买方应被视为以下所有工具、模具及类似物品的所有者(a) 买方拥有并交由捷博公司用以生产产品或提供服务的物品，或者(b) 当买方和捷博公司明确书面协定工具、模具或类似物品将归买方所有 ("**买方工具**")时，买方将其作为订单中的单独项目进行支付的物品。买方负责支付所有买方工具的必要替换和维修的费用。

6.2 GGB assumes no obligation or liability with respect to the Buyer Tooling or any other property of Buyer to which GGB is not taking title, including tangible personal property of Buyer upon which GGB will be performing Services ("**Buyer Property**") other than to exercise reasonable care. GGB is not obligated to segregate, label, protect, insure or take any other specific action with respect to managing and safeguarding Buyer Tooling or Buyer Property. Buyer accepts all risk of loss and damage to the Buyer Tooling and Buyer Property, except for loss or damage caused exclusively by GGB's negligence, and Buyer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Buyer hereby grants to GGB a security interest in the Buyer Tooling and Buyer Property to secure all amounts owed by Buyer to GGB. Buyer consents to GGB filing any documentation, including UCC financing statements, useful to perfecting the security interest.

6.2 捷博公司对买方工具或任何其他捷博公司对其没有权利的买方财产，包括捷博公司为其提供服务的买方有形个人财产 ("**买方财产**")，除施予合理的注意外，不承担义务或责任。捷博公司没有义务隔离、标注、保护、投保或采取其他任何具体行动以管理和保卫买方工具或买方财产。买方接受所有买方工具和买方财产可能承受的丢失或损毁的风险，除非该丢失或损毁完全由捷博公司的疏忽造成，并且买方放弃为其自身及其承保人的关于上述丢失或损毁的所有代位求偿权。买方特此赋予捷博公司对买方工具及买方财产的担保物权，用以保证收回买方对捷博公司所欠的全部金额。买方同意捷博公司提交任何能完善担保物权的文件，包括UCC融资声明。

6.3 GGB is to be considered the owner of all tooling, dies and similar items used by GGB in connection with the Products and Services, other than the Buyer Tooling ("**GGB Tooling**"). Buyer acquires no interest in the GGB Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Buyer in relation to the GGB Tooling.

6.3 除买方工具外，捷博公司使用的所有与产品或服务相关的工具、模具或类似物品，归捷博公司所有 ("**捷博公司工具**")。买方因为捷博公司工具支付的任何费用、分期付款或其他包括在定价或其他方面支付的成本均不能使买方获取任何对捷博公司工具的权利。

6.4 GGB may use the GGB Tooling without restriction in any of its business operations, including in the manufacture of service parts for the Products and the manufacture of products and provision of services for other customers. GGB may retain the GGB Tooling at the conclusion of the commercial relationship between GGB and Buyer with respect to the affected Products or Services.

6.4 捷博公司有权将捷博公司工具不受限制地用于任何商业运作，包括为产品生产维修件以及为其他客户生产产品或提供服务。当捷博公司及买方就某产品或服务的商业关系终结时，捷博公司有权保留捷博公司工具。

6.5 Buyer shall provide suitable space, facilities, equipment and materials for any Services or other work to be performed by GGB at a location controlled by Buyer. The space, facilities and equipment must be suitable for the safe execution of the Services or other work.

6.5 若捷博公司在买方控制的地点提供服务或进行其他任何工作，买方应提供合适的空间、设施、设备以及材料。空间、设施以及设备必须适合于服务或其他工作的安全执行。

## 7. LIMITED WARRANTY. 有限质量担保

7.1 GGB warrants that, on the Shipment Date, the Products (a) will conform to any specifications explicitly identified on the face of GGB's quotation or acknowledgement or set forth explicitly in another document that is a part of the Agreement, and (b) will be free of defects in material and workmanship that would be discovered by following GGB's standards of manufacture and inspection at the time of manufacture. GGB warrants that the Services will be performed in a good and workmanlike manner in accordance with any specifications explicitly identified on the face of GGB's quotation or acknowledgement or set forth explicitly in another document that is part of the Agreement. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND GGB DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF DESIGN, PERFORMANCE OR PRODUCT LIFE, WARRANTIES OF COMPLIANCE WITH BUYER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the preceding sentence, Buyer is solely responsible for validating the suitability of Product designs and Product selections for Buyer's intended use or application(s). Buyer shall indemnify, defend and hold GGB harmless from any claims arising out of or in connection with Buyer's selection of a Product that is not suitable for Buyer's intended use or application(s).

7.1 捷博公司保证，在装运日，产品(a)将符合任何报价单或确认函上所明确指明的或属于协议一部分的其他文件明确陈述的详细说明，以及(b)产品在制造时经过捷博公司制造标准的检验，不存在原料和工艺方面的缺陷。捷博公司保证服务将以精工细作的符合任何报价单或确认函上所明确指明的或属于协议一部分的其他文件明确陈述的详细说明的方式进行。上述有限担保替代了所有其他明示或默示的担保，包括对设计、性能或产品使用寿命的担保、遵守买方质量手册、质量政策、检验议定书和其他制度和要求的担保、以及对适销性和适用于特定用途的默示担保，且捷博公司对此不承担任何责任。在不限制上前述通用性的前提下，买方全权负责验证产品设计和产品选择是否适合买方的预期用途或应用。买方应赔偿、并使捷博公司免受或保护其不受因买方选择不适合其预期用途或应用的产品而引起的或与之相关的任何索赔。

7.2 The limited warranty will be void upon any action inconsistent with the proper use and handling of the Products, Service Items or other results of Services, including (a) improper handling, transportation, storage, adjustment, modification or repair (including any modification, addition, or repair made during the applicable warranty period by anyone other than GGB), (b) accident, abuse or improper use (including loading beyond the specified maximum, operation above specified rating or rated capacity, or operation at extreme conditions), and (c) improper selection, sizing, alignment, installation, lubrication, tensioning, protection or maintenance.

7.2 任何不正确使用及处理产品、服务物品或其他服务产生结果的行为将导致有限质量保证失效，包括(a)不恰当的操作、运输、仓储、调校、修改或修理(包括由捷博公司以外的任何人在适用的质保期内所做的任何修改、添加或修理)，(b)事故、滥用或不正确使用(包括超过规定最大值的过载，超过规定额定值或额定容量的运行，或在极端条件下的运行)，以及(c)不恰当的选型、整形、定位、安装、润滑、张拉、保护或保养。

7.3 The limited warranty in Section 7.1 will be void upon resale of the Products by any person to any unauthorized reseller. GGB is not obligated to provide any warranty, technical or service support to Buyer (or any other person) for any Products once they have been resold through unauthorized sales channels.

7.3 任何人将产品转售给任何未经授权的经销商后，7.1条规定的有限保证即告失效。一旦产品通过未经授权的销售渠道转售，捷博公司没有义务就任何产品向买方(或任何其他人士)提供任何保修、技术或服务支持。

7.4 The limited warranty in Section 7.1 does not apply to Products supplied for testing and evaluation ("prototype parts"). Prototype parts are supplied "AS IS" without warranty of any kind. GGB will have no liability for any claims related to prototype parts, and Buyer shall indemnify, defend and hold GGB harmless from any such claims. GGB makes no warranty to those persons defined as consumers in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act. GGB does not warrant that the operation or use by Buyer of the Products or Services in its applications will comply with the requirements of any safety code or regulation, or with any environmental or other law or regulation.

7.4 条款7.1中的有限质量保证不适用于为测试或评估所提供的产品（“原型零件”）。原型零件“按原样”提供，没有任何质量保证。对于任何关于原型零件的主张，捷博公司不负有责任，买方应使捷博公司免于赔偿此类主张、保护捷博公司不受以及使捷博公司免受此类主张的损害。捷博公司不保证买方在其对产品或服务的操作或使用将符合任何安全代码或法规的要求，或符合任何环境或其他法律或法规的要求。

## 8. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY. 排他性救济措施；责任限制

8.1 If a Product does not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy will be, at GGB's choice, repair or replacement of the nonconforming Product (EXW the designated GGB facility) or a credit of a fair amount not to exceed the price paid for the nonconforming Product. If an item of Services does not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy will be, at GGB's choice, for GGB to re-perform the nonconforming portions of the Services or issue a credit of a fair amount not to exceed the price paid with respect to the nonconforming portions of the Services. To be entitled to the exclusive remedy, Buyer must (a) submit the warranty claim to GGB within one year following the Shipment Date for Products or Completion Date for Services, as applicable (but no later than six weeks following the first discovery of a possible nonconformity), (b) return to GGB (DDP the designated GGB facility) 100% or, if agreed by GGB, a lesser but still statistically relevant percentage of the Products or Service Items claimed to be defective, and (c) provide reasonable evidence in support of the warranty claim, including, if requested by GGB, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. The warranty claims limitation period for repaired or replaced Products and re-performed Services will expire at the same time as the original warranty claims limitation period.

8.1 如果一件产品不符合条款7.1中所述的有限质量保证，买方唯一且排他的救济措施为，由捷博公司决定是修理或替换不合格产品（EXW指定捷博公司设施）或是支付不超过为该不合格产品所支付价格的合理费用。如果一项服务物品不符合条款7.1中所述的有限质量保证，买方唯一且排他的救济措施为，由捷博公司决定是由捷博公司重新执行不合格部分的服务或是支付不超过为该不合格部分服务所支付价格的合理费用。为了享有专用救济措施，买方必须 (a) 在产品装运日期或服务完成日期（如适用）之后一年内向捷博公司提交质保索赔（但不应晚于首次发现可能的不合格情况之后的六周），(b) 向捷博公司（DDP指定捷博公司设施）退还100%，或经捷博公司同意后，返还部分，但仍是统计上有效比例的自称是有缺陷的产品或服务项目，并且 (c) 提供合理证据支持质保索赔，包括，若捷博公司要求，由买方或买方顾客进行的诊断性测试、评价及调查的结果。经维修或替换的产品以及重新执行的服务的质保索赔时效期将和原始质保索赔时效期在同一时间失效。

8.2 The remedy described in Section 8.1 is Buyer's sole and exclusive remedy for a breach of the limited warranty and for any other claim relating to the Products and Services, regardless of the basis of Buyer's claim, whether it is in contract, tort, express or implied warranty, negligence, strict liability or otherwise, and regardless whether any damages were caused by GGB's negligence or by any defect in the Products or Services. Without limiting the generality of the preceding sentence, GGB will not be liable for, and Buyer shall not assert, any of the following, whether or not due to GGB's negligence or due to a defect in the Products or Services, and regardless whether the basis is product warranty, delayed or incomplete delivery, negligence or any other cause: (a) consequential, incidental, indirect, special and punitive damages; (b) the cost of removing and reinstalling Products or Service Items, sending Products or Service Items to GGB for warranty inspection, and any other work performed on the Products or Service Items; (c) damage to or the cost of making adjustments or repairs to any mechanism, equipment or machinery in which the Products, Service Items or other items that were the subject of Services were installed; (d) loss of profits or revenue, loss of use, line shut-down, cost of capital, and cost of substituted product, facilities or services; and (e) claims of Buyer's customers or other third parties for damages or penalties, whether or not Buyer is legally obligated to pay them. GGB's maximum liability for all claims and losses relating to the Products and Services shall be the price confirmed by GGB for the individual Product or Service giving rise to the claim or loss. The foregoing disclaimers and exclusions will apply even if the exclusive remedy described in Section 8.1 fails its essential purpose.

8.2 条款8.1条约定的应当是针对违反有限担保，以及其他任何针对产品和服务的请求，而给予买方的唯一救济，任何其他买方的请求都不会被考虑，无论是否基于合同、侵权行为、明示或暗示的担保、疏忽、严格责任，也无论是否基于捷博公司的疏忽大意或产品或服务的质量缺陷。在不限制前句的一般性的原则下，针对下列任一条，无论是否由于捷博公司的疏忽或由于产品或服务的缺陷造成，无论其根据是产品质量保证、延迟或不完整交付、疏忽或其他任何原因，捷博公司对其不承担责任，买方也不应主张权利：(a) 结果性的、意外、间接、特殊以及惩罚性损害；(b) 拆除或重新安装产品或服务物品的费用，因为质保检查将产品或服务物品发送给捷博公司的费用，以及其他任何对产品或服务物品进行的执行工作的费用；(c) 内里安装有产品、服务物品或其他作为服务对象物品的机械装置、设备或机器的损毁或调整、维修费用；(d) 利润或收益损失、使用价值丧失、生产线关停、资本成本、和代用产品、设施或服务的费用；以及 (e) 买方的客户或其他第三方对于损害或处罚的主张，无论买方是否在法律上有义务支付。对于与产品和服务相关的所有索赔和损失，捷博公司

的最大赔偿责任是由GGB确认的导致索赔或损失的单个产品或服务的价格。即使条款8.1中所述的专用救济措施未能实现其根本目的，上述免责及排除条款仍然适用。

8.3 An action by Buyer to enforce a warranty claim, whether by court action, arbitration or other proceeding, will be barred unless commenced within one year following GGB's notification to the customer of GGB's determination (for example, on the validity of the warranty claim or the availability or scope of the remedy) upon which Buyer's claim is based.

8.3 买方强制执行质保索赔的行为，无论通过法院诉讼、仲裁或其他程序，除非在捷博公司将其针对买方索赔依据作出的决定（例如，关于质保索赔的有效性或救济措施的可用性或范围的决定）告知客户后一年内开始，否则将被禁止。

## 9. DELAYS, CHANGES AND CANCELLATIONS.

### 延迟、变更及取消

9.1 **"Delay/Cancellation Costs"** include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by GGB in connection with a requested delay or cancellation of an order for Products or Services. An **"Order"** includes a purchase order for a specific quantity and a release under a blanket purchase order. When GGB and Buyer operate on a rolling forecast basis, an **"Order"** includes the quantity of Products or Services scheduled for delivery or performance within the firm order period agreed to between GGB and Buyer.

9.1 “延迟/取消费用”包括所有劳工、材料、日常管理费用、一般及行政费用、补进存货费用、外部供应商对材料征收的附加费、次级供应商的取消费用、过量库存费用、仓储费用、库存税费、银行及财务费用、废弃和处置费用、以及其他因买方要求延期或取消产品或服务订单，捷博公司直接或间接支付的损害、成本及费用。“订单”包括对特定数量的采购订单以及依据总采购订单的发货通知。当捷博公司和买方基于滚动预测的形式进行操作，则“订单”包括在捷博公司和买方同意的固定订单周期内交付或执行的产品或服务的数量。

9.2 Buyer is not entitled, without GGB's prior written consent, which may be withheld or conditioned in GGB's sole discretion, to delay a delivery of Products or performance of Services for all or any part of an Order. GGB may treat as a cancellation subject to Section 9.3 any proposed delay greater than 60 days. If GGB consents to the delay, Buyer shall pay a delay charge in an amount determined in GGB's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance.

9.2 未经捷博公司的事先书面同意（该同意由捷博公司自行酌情决定是否保留或附加限制），买方无权对订单中全部或任一一部分的产品的交付或服务的执行进行延期。若请求延期时间超过60天，捷博公司有权按照条款9.3所规定的取消进行处理。若捷博公司同意延期，买方应支付延期费，数额由捷博公司自行根据所有相关延期/取消费用决定，至少包括，仓储费、存货占用成本、与制成产品、在制品及原材料相关的融资费用以及闲置劳动力成本，自最初请求日期开始，至交付或执行日期结束。

9.3 Buyer is not entitled, without GGB's prior written consent, which may be withheld or conditioned in GGB's sole discretion, to cancel all or any part of an Order. If GGB consents to the cancellation, Buyer shall pay a cancellation charge in an amount determined in GGB's sole discretion to reflect all applicable Delay/Cancellation Costs plus a reasonable and equitable profit for GGB. Upon payment of the cancellation charge, Buyer will be entitled to all un-disposed raw materials, work in process and finished Products, shipped at Buyer's expense.

9.3 未经捷博公司的事先书面同意（该同意由捷博公司自行酌情决定是否保留或附加限制），买方无权取消订单的全部或任一一部分。若捷博公司同意取消，买方应支付取消费，数额由捷博公司自行根据所有相关延期/取消费用决定，外加支付捷博公司合理公平的利润。取消费一经支付，买方有权获得所有未处置的原材料、在制品以及制成产品，运费由买方负责。

9.4 If, having awarded a production program to GGB, Buyer or Buyer's customer delays or cancels the program prior to launch, cancels the program prior to the end of the originally contemplated duration, or resources the program to another supplier of the Products, then, in addition to any amounts owing under Section 9.2 or Section 9.3 and any price increase resulting from the application of Section 9.5, Buyer shall reimburse GGB for the loss of value of the program to GGB and GGB's unrecoverable or increased investment costs, including the costs associated with capital equipment, tooling paid for by GGB, engineering costs and obsolete material. GGB may treat as a cancellation any program delay greater than three months.

9.4 若将生产项目交给捷博公司，买方或买方的客户在开始前延期或取消生产项目，在原本预期持续时间结束前取消项目，或将生产项目交由其他产品供应商，则，除支付条款9.2或条款9.3中规定的所欠金额以及条款9.5适用后产生的任何价格上涨之外，买方应就项目价值的损失以及捷博公司不可恢复的或增加的投资成本进行赔偿，包括与资本设备、捷博公司已购买的工具、工程成本及过时材料相关的费用。若项目延期超过三个月，捷博公司有权按取消处理。

9.5 Buyer is not entitled, without GGB's prior written consent, which may be granted or withheld in GGB's sole discretion, to make any changes to the design, material specifications, quality requirements, approved raw material suppliers or any other aspect of the Products or Services or their manufacture, performance or delivery. If GGB consents to the change, GGB may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to GGB. In addition to all other remedies available to it under applicable law, GGB may refuse to comply with any change to which GGB has not given its prior written consent and, if the Buyer proceeds with the change, may treat the change as a cancellation governed by Section 9.3.

9.5 未经捷博公司的事先书面同意（该同意由捷博公司自行酌情决定是否给予或附加限制），买方无权对设计、材料规格、质量要求、经认可的原材料供应商或产品或服务或其他任一方面或其生产、执行或交付进行任何更改。若捷博公司同意更改，捷博公司有权要求买方先行同意价格调整以及其他令捷博公司满意的补偿性支付。除依据适用法律捷博公司拥有的所有其他救济措施，捷博公司有权拒绝遵守任何捷博公司没有事先书面同意的更改，若买方执意更改，捷博公司有权将更改视为条款9.3所规定的取消。

9.6 Unless GGB has agreed otherwise with Buyer in writing, GGB may, at any time and without notice to Buyer, substitute or make changes to the design, materials, processes, manufacturing locations, suppliers, or any other aspect of the Products and Services which do not, in the reasonable opinion of GGB, affect form, fit or function.

9.6 除非捷博公司书面同意买方，否则，捷博公司可以无需通知买方，在任何时间，替换或更改设计、材料、过程、生产地点，供应商，或任何其他方面的产品和服务，基于捷博公司的合理意见，上述替换或更改不会影响产品和服务的形式，适用或功能。

10. **RESALE OF PRODUCTS.** Buyer may not resell any Products purchased from GGB unless Buyer is an authorized distributor of GGB's products or GGB has consented in advance in writing to Buyer reselling Products as service parts or as a sales agent to selected customers. GGB is not obligated to provide any technical or service support for any Products not purchased directly from GGB or from an authorized GGB distributor.

10. **产品转售。** 买方不得转售任何购自捷博公司的产品，除非买方是捷博公司产品的授权经销商或捷博公司批准的针对指定客户的项目授权商，或捷博公司事先书面同意买方将产品作为维修件转售。对于不是直接购自捷博公司或捷博公司授权经销商的任何产品，捷博公司没有义务为其提供任何技术或服务支持。

11. **TRACEABILITY.** GGB is under no obligation to provide traceability on Products or Service Items unless expressly agreed in advance in writing by GGB.

11. **可追溯性。** 除非捷博公司事先书面同意，捷博公司没有义务为产品或服务物品提供可追溯性。

12. **BUSINESS CONDUCT.** Buyer represents and warrants that it has not engaged in and will not engage in any unlawful or unethical conduct (such as making or offering to make any improper or illegal payment or gift to an employee or official of a government, political party or political candidate, government-owned or controlled company or public international organization) to promote GGB's products or services or to promote or facilitate the business interests of GGB.

12. **商业行为准则。** 买方承诺并保证其未从事或将从事任何非法的或不合规的行为（比如，向任何政府机关、政治团体或政治候选人、国有公司或国有控制的公司或国际公共组织提供不恰当或不合法的付款或提供礼物），以推广捷博公司的产品、服务，或为捷博公司的商业利益提供便利。

13. **INTELLECTUAL PROPERTY.** Nothing in the Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of GGB's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or Services arising out of the efforts of GGB and Buyer will be owned exclusively by GGB, and Buyer shall reasonably cooperate with GGB in confirming that result. Buyer shall indemnify, defend and hold GGB harmless from all loss and liability resulting from or related to claims that design elements for the Products or Services that were provided by Buyer or trademarks or other markings instructed by Buyer to be affixed to the Products or Services infringe the intellectual property rights of third parties.

13. **知识产权。** 协议中的任何内容并不构成捷博公司或其任何关联方向买方授予或转让知识产权（无论是专利、商标、商业秘密、著作权或其他）的许可或其他附属性权利。所有由捷博公司和买方协力造成的对产品或服务的改进或发展将由捷

博公司专有，并且买方应与捷博公司合理合作以确认该结果。对于由买方提供的产品或服务的设计元素或买方指示加贴在产品或服务上的商标或其他标记，侵犯第三方知识产权的权利主张，买方应使捷博公司免受或保护其不受由此产生或与其相关的损失或责任。

**14. CONFIDENTIAL INFORMATION.** With respect to confidential information concerning the Products, the Services and the transactions subject to the Agreement that Buyer comes to know either through disclosure from GGB or otherwise, Buyer (a) shall not disclose the information to any third party, (b) shall not use the information for any purpose other than evaluation and use of the Products, and (c) acquires no ownership, license or other interest in the information.

**14. 保密信息。**关于受到协议规范的产品、服务以及交易相关的保密信息，无论买方通过捷博公司的披露或其他方式获得该信息，买方(a)不得向任何第三方泄露该信息，(b)不得将该信息用于产品评价及使用之外的目的，并且(c)对该信息不取得所有权、许可或其他权利。

**15. INTERNATIONAL TRADE COMPLIANCE.** Buyer shall comply with all applicable customs, import control, export control, and sanctions laws, regulations, and orders, including but not limited to (i) the International Traffic in Arms Regulations (“ITAR,” 22 CFR Parts 120-130); (ii) the Export Administration Regulations (“EAR,” 15 CFR Parts 730-774); (iii) the Office of Foreign Assets Control’s regulations (“OFAC Regulations” 31 CFR 500-598); and (iv) applicable non-US customs, import control, export control, and sanctions laws, regulations, and orders (collectively, “ITC Laws”). Buyer shall not, and shall not cause GGB to, directly or indirectly, export, re-export, transfer, or otherwise divert any Products, Services, or Service Items supplied by GGB: (i) to any person or entity unless the export, re-export, or transfer is authorized in accordance with all applicable ITC Laws; (ii) to or for use by any party prohibited from receiving such items under applicable ITC laws; and/or (iii) for any end use prohibited under applicable ITC laws. Buyer represents and warrants that it is not (A) organized, incorporated or resident in jurisdictions sanctioned under ITC Laws; (B) on any list of restricted parties under ITC Laws; or (C) owned 50% or more or controlled by parties described in (A) or (B). Buyer shall indemnify, defend, and hold GGB harmless from and against all loss and liability that GGB incurs in connection with a breach of this Section 15.

**15. 国际贸易合规。**买方应遵守所有适用的海关、进口管制、出口管制和制裁法律、法规和命令，包括但不限于(i)《国际武器贸易条例》(“ITAR”，22 CFR part 120-130)；(ii)《出口管理条例》(“EAR”，15 CFR part 730-774)；(iii)外国资产控制办公室的条例(“OFAC条例”31 CFR 500-598)；及(iv)适用的非美国的海关、进口管制、出口管制和制裁法律、法规和命令(统称为“ITC法律”)。买方不得，也不得使捷博公司，直接或间接出口、再出口、转让或以其他方式转移捷博公司提供的任何产品、服务或服务项目：(i)向任何个人或实体出口、再出口或转让，除非该出口、再出口或转让是根据所有适用的ITC法律授权的；(ii)提供给或供给根据适用ITC法律禁止接收此类物品的任何一方使用；和/或(iii)根据适用的ITC法律，禁止的终端用途。买方声明并保证其不是(A)在受ITC法律制裁的司法管辖区组织、注册或居住；(B)在ITC法律规定的任何受限制方名单上；或(C)由(A)或(B)中所述各方拥有50%或以上的所有权或控制。对于因违反本第15条而使捷博公司遭受的所有损失和责任，买方应予以赔偿、并使捷博公司免受或保护其不受损害。

## **16. MISCELLANEOUS.** **杂项**

16.1 The words “include” and “including” are to be construed as if they were followed by “without limitation,” unless the accompanying text or the context clearly requires otherwise.

16.1 “包括”“包含”等文字应被理解为包括“但不限于”，除非附带的文本或上下文明确另有要求。

16.2 No party may assign its rights or obligations under the Agreement without the other party’s prior written consent, and any attempt to do so will be ineffective, except that GGB may, without Buyer’s consent, assign and delegate its rights and obligations under the Agreement to one or more affiliates or to a third party in connection with a divestiture of the business with which the Agreement is associated. A corporate reorganization that does not result in a change of control or beneficial ownership with respect to the party’s ultimate parent entity is not to be deemed an assignment.

16.2 在没有对方事先书面同意的情况下，双方均不能转让其依据协议规定的权利或义务，任何此类企图将被视为无效。此条例外的情况为，捷博公司可以不经买方同意，在对与本协议相关的业务进行资产剥离时，将其依据协议规定的权利或义务转让并委托给一个或多个关联公司或第三方。不造成一方最终母公司控制权或实益拥有权改变的公司重组不被视为转让。

16.3 The laws of the People’s Republic of China, govern all matters arising out of the Agreement, excluding choice of laws principles. Both parties shall settle all disputes in connection with the Agreement or the execution thereof by the arbitration in Shanghai by the China International Economic and Trade Arbitration Commission (“CIETAC”). All arbitration proceedings shall be conducted



in Chinese with an English translation. The award to be issued by the above-mentioned arbitration Committee shall be final and binding on both Parties. All arbitration fees shall be borne by the losing party.. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

16.3 起于协议的所有事项受中华人民共和国法律管辖，不包括法律选择原则。为解决由协议产生或针对产品或服务的采购和使用造成的任何争议，双方同意所有与合同或合同执行有关的争议将被提交中国国际经济贸易仲裁委员会（“CIETAC”），在上海通过仲裁解决。所有的仲裁程序通过汉语进行，并翻译成英语。由以上所述仲裁委员会进行的仲裁裁决为最终裁决，对双方都有约束力。所有的仲裁费用都由败诉一方承担。联合国国际货物销售合同公约不适用于本协议。

16.4 GGB's rights and remedies set forth in the Agreement are in addition to all legal and equitable rights and remedies available to GGB.

16.4 协议中规定的捷博公司的权利及救济方法是对捷博公司所享有的法定权利和衡平法上的权利以及可用的救济方法的补充。

**GGB 中国**

江苏省苏州市高新区向街 10 号

Tel. 86-512-6292 1000

[china@ggbearings.com](mailto:china@ggbearings.com)

[www.ggbearings.cn](http://www.ggbearings.cn)