

思瑞克斯有限公司 (“本公司”)采购条件 更新日期: 2021 年 8 月 2 日

1. 贵方 (即卖方) 接受本订单即意味着贵方已接受本订单条件, 这些条件将同时取代并覆盖卖方意向书、信函或其他文件中所含或所述的任何不一致条款或条件, 而且卖方无条件同意按照本订单中所列的明确条款及条件供应本订单所订购的货物。对这些条件或其中任何部分的添加、变更或排除对本公司均无约束力, 除非本公司以书面形式明确且专门加以确认。
2. “货物” (即本订单的主体) 的所有权和风险仍然属于卖方, 直至货物已经交付本文中注明的本公司交货地址, 而且本公司正式货物收据已经到达卖方或运送该批货物的承运商。
3. 如货物以包装物包装运输, 则每件包装都必须清楚地标明下列内容:
 - (1) 本文中所示的完整交货地址;
 - (2) 卖方的完整名称和地址;
 - (3) 本文中所示的本公司订单号和送货排期编号;
 - (4) 该包装所装货物的性质、编号和数量;
 - (5) 以此种包装为单位的该批货物包装总数。
4. 可回收的包装物将发回卖方, 本公司不承担运费。
5. 本公司的正式货物收据不构成对货物状况或性质的确认。如果在货物运至交货地后的一段合理时间内本公司发现全部货物或其中一部分与合同不符、与描述或样品不符、品质达不到适合使用标准或者不适于其预期用途, 则本公司有权拒收货物或其中任何部分, 由卖方收回全部或部分货物, 并向本公司退还已付价款并补偿本公司由于拒收或运走而直接发生的所有费用。
6. 如果本订单中注明了交货时间, 则时间为本合同要素, 卖方必须严格遵守该时间。
7. 所有货物 (即本订单的主体) 都应运至本订单中注明的本公司交货地址并付清运费。
8. 按照本订单交付的所有货物必须附有交货单, 其中注明本文第 3 条要求的信息。
9. 必须为每次交付的货物提供单独发票, 其中必须注明所交付货物的详细资料、交货地址、交货单编号以及本订单的编号。所有发票都应明确注明交易折扣和现金结算折扣。发票须寄往 Strix Ltd. 或 Strix (China) Ltd. 思瑞克斯(中国) 电器有限公司 (即此订单中 Bill To 地址), 邮资已付。上述发票须在货物到达本公司后 7 天内寄到。
10. 卖方必须每隔不超过 1 个日历月的时间向本公司提供一份对账表。
11. 本公司收到发票后, 相关的款项交付以订单写明付款期为准 (支付该款项不得解释为放弃本公司在本文第 5 条中的权利), 且该款项必须以本订单正面注明的货币支付。
12. 未经本公司事先书面同意, 卖方不得更改本订单中订购的货物数量、品质或规格。
13. 如果卖方破产或与其债权人达成债务和解协议, 或进行自愿性或强制性清算, 本公司可通过正式书面通知而取消订单, 而且从发出该通知之日起对本订单不再承担任何责任, 而且无需接受任何其他交付的货物。
14. 在接受本订单的同时, 卖方担保所提供的货物符合最新版本的《消费者保护法》和最新版本的《电气设备安全条例》。
15. 在接受本订单的同时, 卖方同意对下列原因引起的所有诉讼、索赔、损害、费用或罚款承担全部责任并使本公司免于这类责任: (a) 由于卖方违反《商标法》或适用于按照本订单所供物或货物构成的销售、出售、使用, 标记、标

签的其他立法、法令; 或者 (b) 侵犯受到商标、商品名、注册企业名称、专利或任何其他保护的第三方机构的权利; 或者 (c) 所供应的货物存在质量缺陷、掺假或含有杂质; 或者 (d) 卖方违反任何法令、法定命令或管辖这类货物品质或用途的任何其他要求 (例如 REACH, ROHS 要求等); 或者 (e) 本公司蒙受任何损失、损害或伤害, 以及第三方因合同之故针对本公司提出关于损失、损害或伤害的索赔。

16. 卖方不得以双方之前的交易为由对本订单或任何合同中隐含其它条款、条件或担保可使。
17. 本公司对卖方原料责任期最长为 3 个月, 其中对制成品的责任最长为 1 个月。
18. 所有模具订单都基于本公司与卖方向已经达成的协议, 其中所有模具、铜工、图纸以及与之有关的其他项目均为本公司完全拥有的财产, 除非本订单另有明确规定。
19. 思瑞克斯模具的正常维护责任属于该模具的分包合同中指定的模具使用者, 其维护成本已经包含在零件价格中, 除非本公司采购经理或董事另有书面规定。
20. 本订单中所述的采购条件及其顺序受中国法律管辖。

注: 如本条款中文译文与英文原文有不符之处, 以英文原文为准。

PURCHASE CONDITIONS OF STRIX LIMITED (“the company”) UPDATED 02/08/2021

1. Acceptance of this order by you the seller constitutes acceptance of these conditions which shall prevail over, supersede and exclude any inconsistent terms or conditions contained in or referred to in the Seller’s acceptance or correspondence or elsewhere, and the Seller accepts unconditionally to supply the goods herein ordered in accordance with the express terms and conditions herein set out. No addition to or variation of or exclusion of these conditions or any of them shall be binding upon the Company unless confirmed expressly and specifically by the Company in writing.
2. The property and the risk “the Goods” the subject of this order shall remain with the Seller until the Goods have been delivered to the Company at the address of delivery stated herein, and until the Company’s official receipt has been given to the seller or to the carrier delivering the Goods for such delivery.
3. Where the goods are delivered in containers, every container must be plainly and conspicuously labelled showing:-
 - (1) The full address for delivery as it appears herein;
 - (2) The full name and address of the Seller;
 - (3) The Company’s order number and line number where applicable as it appears herein;
 - (4) The nature and number and quantity of the contents of such container;
 - (5) The total number of containers in the consignment of which the individual container forms a part.
4. Delivery containers which are returnable, will be returned to the Seller carriage forward.
5. The Company’s official receipt for Goods shall not constitute any acknowledgement of the condition or nature of the Goods. If it is found within a reasonable time after the delivery of the Goods to the address for delivery that the Goods or part of them are not in accordance with the contract or do not comply with the description or sample or are not of merchantable quality or are not suitable for the purpose for which they are intended the Company shall have the right to reject the Goods or any part thereof and to require the Seller to remove the Goods or any part thereof and to refund the Company the price and all expenses directly incurred by the Company in consequence of such rejection or removal.
6. Where a time for delivery is specified in this order such time must be specifically adhered to by the Seller and the time shall be of the essence of this Contract.
7. All goods the subject of this order, shall be delivered carriage paid to the Company’s address for delivery as stated herein.
8. All goods delivered in pursuance of this order must be accompanied by a delivery note clearly setting out the information required by Clause 3 herein.
9. A separate invoice in respect of each delivery must be provided and must state details of the Goods delivered, the address at which the goods were delivered, the number of the delivery note and the number of this order. All invoices must clearly indicate both trade and cash settlement discounts. Such invoice must be sent to Strix Ltd., Forrest House, Ronaldsway, Isle of Man IM9 2RG, or to Strix (China) Ltd. 27 Xinhe North Road, Zengcheng District, Guangzhou, PRC 511358, and must be sent by pre-paid post. Such invoice must be sent as aforesaid within 7 days after the despatch of goods to the Company.
10. The Seller must supply a Statement of Account to the Company at intervals not exceeding one calendar month.
11. Payment in respect of each invoice received will be made at the end of the second calendar month following the month during which the goods were delivered (which payment is not to be constituted as any waiver of the Company’s rights under clause 5 hereof) and such payment will be made in the currency specified on the face of this order.
12. The Seller shall not alter the quantity, quality or specification of the Goods herein ordered without having obtained prior written agreement of the Company.
13. The Company may, by notice in writing sent by recorded delivery, cancel the order if the Seller becomes bankrupt or makes arrangements with his creditors, or being a Company goes into liquidation either voluntary or compulsory, and as from the date of posting of such notice shall cease to be liable in any way hereunder and shall not be obliged to accept any further deliveries.
14. In accepting this order the Seller Warrants that goods supplied will conform to the latest relevant Consumer Protections Acts and the latest Electrical Equipment Safety Regulations.
15. In accepting this order the Seller agrees to accept full responsibility for and to indemnify the Company against all and any actions, claims, damages, costs or penalties resulting or arising (a) in consequence of any contravention by the Company or the Seller of the provisions of the Merchandise Marks Act , or any other legislation or statute concerning the sale, offering for sale, use, marking, labelling, or constitution or make up of goods supplied hereunder or, (b) from any infringement of the rights of any third party establishment under Trade Marks, Trade Names, Registered Business Names, Patents or any other protection whatsoever or (c) from any defect in the quality of goods supplied or from any adulteration or any foreign matter contained in such goods, or (d) from any consequences of any infringement by the Company or the Seller of any Statute, statutory order or any other requirement whatsoever controlling the quality or the use of any such goods(for example, REACH, ROHS, etc.) or, (e) any loss, damage or injury whatsoever suffered by the Company and in respect of any claims for any loss, damage or injury whatsoever made upon the Company by any third party arising out of or in connection with the contract.
16. No term, condition or warranty shall be implied into this order or into any contract resulting from acceptance of this order by the Seller by reason of any dealing between the parties.
17. Liability for raw materials is for up to a maximum of 3 months, of which, up to 1 month may be in finished component form.
18. All tooling orders are issued on the understanding and agreement between the Company and the Seller that all tools, electrodes, drawings and anything else pertaining thereto, are the absolute property of the Company, unless otherwise explicitly stated on the front face of this purchase order.
19. Responsibility for standard maintenance of Strix tooling rests with the nominated sub-contract user of said tooling, and the cost thereof is included and identified in the component cost, unless confirmed in writing by the Purchasing Manager or a Director of the Company.
20. The purchase conditions outlined within this order, and their consequences, are subject to Chinese Law.