

FOSHAN NORATEL TERMS AND CONDITIONS OF SALE

佛山诺那托电气有限公司销售条款和条件

No.合同编号:

Signing place 合同签署地:

Buyer 买方 (hereafter as the Customer 以下简称客户):

法定代表人:

通讯地址:

联系人:

联系方式:

Seller 卖方 (hereafter as Foshan Noratel 以下简称佛山诺那托):

佛山市诺那托电气有限公司

法定代表人:

通讯地址:

联系人:

联系方式:

Party A and Party B, on the principle of free will and equality, through full and friendly consultation and in accordance with the Civil Code of the People's Republic of China and other relevant laws and regulations, hereby enter into this Contract with respect to Foshan Noratel's sales of _____ (fill in the name of the goods) to customers for mutual compliance:

甲、乙双方本着自愿、平等的原则，经充分友好协商，根据《中华人民共和国民法典》等相关法律、法规的规定，就佛山诺那托向客户销售_____（填写货物名称）相关事宜特订立本合同，以资共同恪守：

1 DEFINITIONS AND INTERPRETATION 1

1 释义

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

1.1 本条款中的定义和解释规则在合同中适用。

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

营业日：除周末和法定节假日外的营业时间。

Conditions: the terms and conditions set out in this document, as amended from time to time in accordance with clause 19.3.

条件：指的是本文件中规定的条款和条件，并根据第 17.3 条不时地进行修订。

Contract: the contract between Foshan Noratel and the Customer for the sale and purchase of the Products and/or Services in accordance with these Conditions and the Order.

合同：佛山诺那托根据相关条件和客户签订关于产品或服务的销售合同。

Customer: the person or firm who purchases the Products and/or Services from Foshan Noratel, as detailed in the Order.

客户：从佛山诺那托购买产品或服务的个人或公司，详见订单。

Delivery Location: has the meaning given in clause 4.1.

交货地点：见本合同中第 4.1 条中的规定。

EXW (Ex Works): has the meaning given to those rules in the Incoterms® 2020.

EXW（工厂交货）：根据国际贸易术语规则®2020 版中赋予这些规则的含义。

FCA (Free Carrier) : has the meaning given to those rules in the Incoterms® 2020.

FCA（货交承运人）：根据国际贸易术语规则®2020 版中赋予这些规则的含义。

Force Majeure Event: has the meaning given in clause 12.1.

不可抗力事件：见本合同第 12.1 条中的规定。

Incoterms® 2020: the standardised set of international trade terms published by the International Chamber of Commerce in 2020.

Incoterms®2020：国际商会于 2020 年发布的一套标准化的国际贸易术语。

Intellectual Property Rights: all inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered), copyright and related rights, domain names, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, know-how and rights in confidential information and all other intellectual and industrial property including all similar or analogous rights throughout the world, in each case for the full term of the relevant right.

知识产权：所有发明（无论是否申请专利）、专利、实用新型、设计（注册和未注册）、版权和相关权利、域名、数据库权、商业和服务商标（注册和未注册），以及所有申请、授予和扩展这些权利的权利、专有技术和机密信息的权利，所有其他知识和工业产权，包括世界各地所有类似或类似的权利，在上述每种情况下都拥有相关权利的全部期限。

Products: the products (or any part of them) set out in the Order and Contract.

产品，指的是合同及订单中列出的产品（或其任何部分）。

Order: the Customer's order for the Products, whether set out in the Customer's purchase order form, the Customer's acceptance of Foshan Noratel's quotation or otherwise set out in writing, as the case may be, Foshan Noratel has the final decision.

订单：客户的产品订单，可以是客户在采购订单表格下单，也可以是客户接受佛山诺那托的报价或其他书面说明，视情况而定，佛山诺那托拥有最终决定权。

Services: the services set out in an Order, if applicable.

服务：订单中规定的服务（如果适用）。

Specification: any specification for the Products or Services, as described or expressly referred to in an Order.

规格：在订单中描述或明确提到的产品或服务的任何说明。

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2 人包括自然人、法人或非法人团体（无论是否具有独立的法人人格）。

1.3 A reference to legislation or a legislative provision is a reference to it as amended, superseded or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.3 依据的立法或立法条款是指不时修订、取代或重新颁布的立法条款，包括根据该立法或立法条款作出的所有从属立法。

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 条款后面的任何词语，包括包括、特别是、例如或任何类似的表达方式应被解释为说明性的，不应限制这些说明性词语之前的词语、描述、定义、短语或术语的意义。

1.5 A reference to writing or written includes email but not fax.

1.5 提及的书面或书面内容包括电子邮件，但不包括传真

2 Rights and obligations of both parties

2 双方的权利与义务

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer acknowledges that Foshan Noratel may fulfil the Order without a purchase order, and that any purchase order issued by the Customer and any purchase order number given by the Customer is for the purposes of invoice reconciliation and information only. All terms and conditions of the Customer, whether included on its purchase order, acknowledgement of quote or order or otherwise are expressly hereby excluded and the Customer agrees that by proceeding with the Order that it does not rely on such terms and conditions for any purposes.

2.1 客户承认佛山诺那托可以在没有书面采购订单的情况下履行订单，客户发出的任何采购订单和提供的任何采购订单编号仅用于发票和信息的核对。包含在采购订单、报价或订单确认书、或其他方面的客户的所有条款和条件，在此都不能作为对抗佛山诺那托的依据。

2.2 The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of an Order and any applicable Specification are complete and accurate.

2.2 该订单构成客户根据本条件购买产品或服务的要约。客户有责任确保订单的条款和任何适用的规范是完整和准确的。

2.3 The Order shall only be deemed to be accepted when Foshan Noratel issues its acceptance of the Order (in writing) or performs any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Order cannot be cancelled or rescheduled without Foshan Noratel's prior written consent.

2.3 只有当佛山诺那托发出接受订单（书面）或执行与履行订单相一致的任何行为时，才应视为接受订单，此时合同才开始生效。未经佛山诺那托事先书面同意，不能取消或重新安排该订单。

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.4 客户送达或者签署的文件内容与本合同内容不一致的，以本合同的规定为准。

2.5 Any samples, drawings, descriptive matter or advertising produced by Foshan Noratel and any descriptions or illustrations contained in Foshan Noratel's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.5 佛山诺那托制作的任何样品、图纸、描述性材料或广告，以及佛山诺那托目录或手册中包含的任何描述或插图，其唯一目的是对其中提及的产品或服务提供一个大致概念。它们不应构成合同的一部分，也不具有任何合同效力。

2.6 Any quotation for the Products and/or Services given by Foshan Noratel shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue, provided that Foshan Noratel has not previously withdrawn it.

2.6 佛山诺那托提供的任何产品或服务的报价不构成要约。如果佛山诺那托没有事先撤销报价，则报价只在其发布日期后 30 天内有效。

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Foshan Noratel shall be subject to correction without any liability on the part of Foshan Noratel.

2.7 佛山诺那托发布的任何销售资料、报价单、价目表、接受报价、发票或其他文件或信息中的任何印刷、笔误或其他错误和遗漏，佛山诺那托都应予以纠正，且不承担任何责任。

2.8 In the event of any conflict between these Conditions and the Order, the terms of the Order shall prevail with respect to the subject matter of the conflict only.

2.8 如果本合同中的条件与订单之间发生任何冲突，仅就冲突的部分而言，应以本合同的条款为准，且佛山诺那托拥有最终决定权。

2.9 To the extent that the Products are manufactured in accordance with any designs, specification or instructions of the Customer, the Customer shall indemnify Foshan Noratel against 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 Foshan Noratel in connection with any claim made against Foshan Noratel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Foshan Noratel's use of the Customer's designs, specification and/or instructions.

2.9 如果产品是按照客户的任何设计、规格或指示制造的，产品出现问题后，客户应赔偿佛山诺那托的所有损失、成本、费用、损害和损失(包括任何直接或间接的损失、利润损失、声誉损失和所有利益损失，以及因佛山诺那托使用客户的

设计、规格或指示而实际或涉嫌侵犯第三方的知识产权而遭受的处罚、和其他全部成本和费用)。

2.10 Foshan Noratel shall provide the Services with reasonable skill, care and diligence.

2.10 佛山诺那托应向客户提供合理的技能、关怀和勤勉的服务。

2.11 The Customer shall co-operate with Foshan Noratel in all matters relating to the Services and shall provide Foshan Noratel with such information and materials (and access to any facilities or premises) as may be necessary for Foshan Noratel to supply the Services. Foshan Noratel shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this clause.

2.11 客户应与佛山诺那托合作处理所有与产品及服务有关的事宜，并向佛山诺那托提供服务所需的信息和材料（以及进入任何设施或场所的权利）。客户未能或延迟履行本条款规定义务而产生的直接或间接损失，佛山诺那托不承担任何责任。

3 PRODUCTS Quality 产品质量

3.1 The Products quality are described in the Order and Specification.

3.1 佛山诺那托提供的产品质量应符合合同或者订单约定。

3.2 Foshan Noratel warrants that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period"), the Products shall conform in all material respects with their description and any applicable Specification. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in the Contract are excluded to the fullest extent permitted by law.

3.2 产品保修期为自交货之日起 12 个月内，在保修期内，产品的主要性能应符合合同约定。

3.3 (a) the Customer gives notice in writing to Foshan Noratel during the Warranty Period within 5 Business Days of discovery that some or all of the Products do not comply with the warranty set out in clause 3.2;

3.3 (a) 在保修期内，客户须在发现部分或全部产品不符合约定质量要求后的 5 个工作日内向佛山诺那托发出书面通知。

(b) Foshan Noratel is given a reasonable opportunity of examining such Products; and

(b) 佛山诺那托公司有合适的机会检查此类产品；

(b) the Customer (if asked to do so by Foshan Noratel) returns such Products to Foshan Noratel's place of business at the Customer's cost, Foshan Noratel shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

(b)如果佛山诺那托要求客户将这些产品退回给佛山诺那托的营业地点,费用由客户承担,佛山诺那托可自行选择修理或更换不合格产品,或全额退还不合格产品的价款。

3.4 Foshan Noratel shall not be liable for any Product's failure to comply with the warranty set out in the clause if:

3.4 如果是因为以下原因,佛山诺那托不对任何产品未能符合质量要求负责:

(a) the Customer makes (or permits) any further use of such Products after giving notice in accordance with clause 3.3;

(a)客户根据第 3.3 条发出通知后,进一步使用此类产品;

(b) the defect arises because the Customer failed to follow Foshan Noratel's oral or written instructions as to the storage, commissioning, assembly, installation, testing, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

出现产品不合格的原因是客户未能遵守佛山诺那托关于产品的存储、调试、组装、安装、测试、使用和维护的口头或书面说明,或相同产品的使用习惯;

(c) the defect arises as a result of Foshan Noratel following any design, instruction or specification supplied by the Customer;

(c)产品不合格的原因是由于佛山诺那托按照客户提供的设计、说明或规范造成的;

(d) the Customer alters or repairs such Products without the prior written consent of Foshan Noratel

(d)未经佛山诺那托事先书面许可,客户变更或维修该等产品;

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

(e)因正常磨损、故意损坏、疏忽、异常储存或工作环境造成的;

(f) the Products differ from their description in the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and/or

(f)由于为确保产品符合适用的法定或监管要求而进行的更改,产品与规范中的描述不同

(g)the Customer has not paid for the Products in full, by the relevant due date.

(g)客户在相关到期日前未全额支付货款

3.5 Where the Products are not manufactured by Foshan Noratel, the warranty period and its terms shall be limited to such warranty as Foshan Noratel receives from the manufacturer(s) of the Products and Foshan Noratel shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Foshan Noratel.

3.5 如果产品不是由佛山诺那托制造的,保修期及其条款仅限于佛山诺那托从产品制造商收到的担保,佛山诺那托应努力将产品制造商给予佛山诺那托的任何担保或担保的利益转让给客户。

3.6 The Products are sold on the basis that the Customer does not deal as a consumer (within the meaning of the Unfair Contract Terms Act 1977) and that the

Customer has satisfied itself as to the suitability of the Products for use or resale by the Customer in accordance with the Customer's specialised knowledge and skill. In particular Foshan Noratel expressly disclaims all warranties that use of the Products or any part thereof will result in any economic advantage, increase in profits or reduction in costs for the Customer.

3.6 在本合同中，客户不以消费者身份进行交易，并且客户已经根据其专业知识和技能对产品的使用或转售的适合性感到满意。特别是，佛山诺那托明确表示不保证使用本产品或其任何部分会给客户带来任何经济利益、利润增加或成本降低。

3.7 Foshan Noratel reserves the right to make any changes in the Specification which are required to conform with any applicable statutory or EC requirements or, where the Products are to be supplied to Foshan Noratel's specification, which do not materially affect their quality or performance.

3.7 佛山诺那托保留对规格进行任何修改的权利，这些修改是为了符合法定要求或欧洲 EC 要求，或者在产品按照佛山诺那托的规格供应的情况下，不会对其质量或性能产生重大影响。

3.8 Except as provided in this clause 5, Foshan Noratel shall have no liability to the Customer in respect of any Product's failure to comply with the warranty set out in clause 5.1.

3.8 除本第 5 条规定外，佛山诺那托不对客户因任何产品未能遵守第 5.1 条规定的保证而承担任何责任。

3.9 These Conditions shall apply to any repaired or replacement Products supplied by Foshan Noratel.

3.9 本条款应适用于佛山诺那托公司提供的任何维修或更换产品。

4 DELIVERY & ACCEPTANCE

4 交付方式及货物验收

4.1 Foshan Noratel shall deliver (or procure delivery of) the Products to the location set out in the Order or such other location as the parties may agree in writing ("Delivery Location") at any time after Foshan Noratel notifies the Customer that the Products are ready for despatch.

4.1 在佛山诺那托通知客户准备产品交货后，佛山诺那托应将产品交付到订单中规定的地点或双方书面同意的其他地点（“交货地点”）。

4.2 Unless Foshan Noratel elects otherwise, the Customer agrees that if a Delivery Location is other than in England, Scotland or Wales then Foshan Noratel shall, at its absolute discretion and as detailed in the Order, provide the Products to the Delivery Location under the EXW (Ex Works) or FCA (Free Carrier) rules (in whole or part). The Customer acknowledges that the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable) are expressly incorporated into the Contract and if there is any conflict or inconsistency between the Incoterms® 2020 and these Conditions, these Conditions shall prevail.

4.2 除非佛山诺那托另有选择，否则客户同意，如果交货地点不在英格兰、苏格兰或威尔士，则佛山诺那托应根据其绝对自由裁量权和订单中的详细规定，按照 EXW（工厂交货）或 FCA（货交承运人）规则（全部或部分）向交货地点提供产品。客户承认，EXW（工厂交货）或 FCA（货交承运人）规则（如适用）已明确纳入合同，如果 Incoterms® 2020 和这些条款之间有任何冲突或不一致的地方，应以这些条款为准。

4.3 Delivery is completed:

4.3 交付完成:

(a) with respect to any Products provided under the EXW (Ex Works) rules, when delivery is made by Foshan Noratel according to the EXW (Ex Works) rules;

(b) with respect to any Products provided under the FCA (Free Carrier) rules, when delivery is made by Foshan Noratel according to the FCA (Free Carrier) rules; and

(c) with respect to any other Products, on completion of unloading the Products at the Delivery Location by the carrier or Customer (whichever occurs earlier).

(a)对于根据 EXW（工厂交货）规则提供的任何产品，当由佛山诺那托根据 EXW（工厂交货）规则交付时，视为交付完成；

(b)对于根据 FCA（货交承运人）规则提供的任何产品，当由佛山诺那托根据 FCA（货交承运人）规则交付时，视为交付完成；

(c)对于其他交货规则，货交第一承运人或客户时，视为交付完成。

4.4 Each delivery will be deemed to have been accepted by the Customer upon receipt of Products at the Delivery Location. The Customer shall perform whatever inspection or tests the Customer deems necessary as promptly as possible but in any event within 10 Business Days of delivery.

4.4 客户收到产品后应尽快进行必要的检查或测试，检查或者测试应在收货后的 10 日内进行。客户在收货后 10 日内未提出书面异议的，视为佛山诺那托交付的货物符合合同约定，质量合格。

4.5 Where Foshan Noratel accepts in written that it has supplied the wrong Products (but not otherwise), Foshan Noratel will issue a return number with which the Customer shall identify the relevant Products prior to returning them to Foshan Noratel. Foshan Noratel will refund all reasonable costs incurred by the Customer in returning the incorrect Products. In all other cases, returned Products shall only be accepted by Foshan Noratel by prior written agreement and then only if return carriage is pre-paid by the Customer.

4.5 如果佛山诺那托书面承认其提供了错误的产品，佛山诺那托将发出退货编号，客户应在将相关产品退回佛山诺那托之前使用该编号识别相关产品，佛山诺那托将退还客户因退回错误的产品而产生的所有合理费用。在所有其他情况下，佛山诺那托只有在客户预付退货运费并且事先书面同意的情况下接受退回的产品。

4.6 Any dates quoted for delivery are approximate only. Any delay in delivery shall not be the excuse for the customer to claim Foshan Noratel for breach of contract.

4.6 任何报价的交货日期仅为大约时间，迟延交货的行为不能构成客户主张佛山诺那托承担违约责任的理由。

4.7 Foshan Noratel shall not be liable for any delay in delivery of, or failure to deliver, the Products that is caused by a Force Majeure Event or the Customer's failure to provide Foshan Noratel with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or if the Customer does not co-operate with Foshan Noratel. If Foshan Noratel fails to deliver the Products for any other reason, its liability shall be limited to the price paid by the Customer for the undelivered Products.

4.7 对于因不可抗力事件、客户未能向佛山诺那托提供足够的交付说明（或任何其他与供应相关的说明）或者由于客户不配合佛山诺那托而导致的产品交付延迟或未能交付，佛山诺那托不承担任何责任。如果佛山诺那托因任何其他原因未能交付产品，其责任仅限于未向客户交付产品部分的价格。

4.8 If the Customer fails to accept delivery of the Products, then Foshan Noratel shall have the right to proceed as follows:

4.8 如果客户未能接受产品的交付，则佛山诺那托有权作出如下处理：

(a) Foshan Noratel shall store the Products (at the Customer's risk) until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); or

(b) terminate the Contract with immediate effect and resell the Products at the best price readily obtainable and charge the Customer for any shortfall below the price under the Contract.

(a)佛山诺那托应储存产品（由客户承担风险）直至交付，并向客户收取所有相关成本和费用（包括保险）；或

(b)立即终止合同，并以容易获得的最佳价格转售产品，并就低于合同价格的差额向客户收取费用。

4.9 If Foshan Noratel delivers up to and including 5% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered (given within 5 Business Days of delivery), Foshan Noratel may make a pro rata adjustment to the invoice for the Products.

4.9 如果佛山诺那托交付的产品超过或少于订购产品数量的 5%，客户不得拒绝。但在收到客户关于交付错误数量产品的通知后（在交付后 5 个工作日内给出），佛山诺那托可以按比例调整产品发票。

4.10 Foshan Noratel may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10 佛山诺那托可分期交付产品，该产品应单独开具发票和支付。每一期都应视为一个单独的合同。任何一期产品的延迟交付或问题均不得使客户有权拒绝任何其他分期付款。

4.11 Where Foshan Noratel arranges carriage and/or insurance of the Products for transit to the Customer, Foshan Noratel shall be deemed to be acting solely as agent

of the Customer and Sections 32(2) & (3) of the Sale of Goods Act 1979 shall not apply. Foshan Noratel shall not be liable for any risk after delivery of the goods to the first carrier.

4.11 如果佛山诺那托安排产品运输或保险以运送给客户，则佛山诺那托应仅被视为客户和部门的代理人行事，1979年《货物销售法》第32(2) & (3)条不适用。佛山诺那托不承担货交第一承运人之后的任何风险责任。

5 TITLE AND RISK6 所有权和风险

5 所有权和风险

5.1 The risk in the Products shall pass to the Customer on dispatch from Foshan Noratel's (or its agent's) premises.

5.1 产品的风险应在从佛山诺那托（或其代理）的场所发货时转移给客户。

5.2 Title to the Products shall not pass to the Customer until the earlier of:

(a) Foshan Noratel receives payment in full (in cash or cleared funds) for the Products and any other goods that Foshan Noratel has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and

(b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 5.4.

5.2 本产品的所有权在以下日期之前不得转移给客户：

(a) 佛山诺那托收到全款（现金或银行转账），在这种情况下，产品的所有权应在支付所有这些款项时转移；

(b) 客户转售产品，在这种情况下，产品的所有权应在第5.4条规定的时间转让给客户。

5.3 Until title to the Products has passed to the Customer, the Customer shall:

(a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Foshan Noratel's property;

(b) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (including those Products delivered under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable));

(c) notify Foshan Noratel immediately if it becomes subject to any of the events listed in clauses 11.2(c) to 11.2(e) (inclusive); and

(d) give Foshan Noratel such information as Foshan Noratel may reasonably require from time to time relating to the Products.

5.3 在产品所有权转让给客户之前，客户应：

(a) 将佛山诺那托产品与客户持有的所有其他商品区别存储，以便其易于识别为佛山诺那托的产品；

(b) 保持产品处于良好的状态，并确保其自交付之日起的所有风险投保（包括根据EXW（工厂交货）或FCA（货交承运人）规则（如适用）交付的产品）；

(c) 如果发生第11.2(c)至11.2(e)（含）条所列任何事件，应立即通知佛山诺那托；

(d) 向佛山诺那托公司提供佛山诺那托不定时合理地要求的与产品相关的信息。

5.4 Subject to clause 5.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Foshan Noratel receives payment for the Products. However, if the Customer resells the Products before that time:

- (a) it does so as principal and not as Foshan Noratel's agent;
- (b) title to the Products shall pass from Foshan Noratel to the Customer immediately before the time at which resale by the Customer occurs; and
- (c) the entire proceeds of sale or any insurance proceeds payable in respect of the Products shall be held on trust for Foshan Noratel.

5.4 根据第 5.5 条的规定，在收到产品付款之前，客户可以在其正常业务过程中（但不是以其他方式）转售或使用产品。但是，如果客户在此时间之前转售了产品：

- (a) 客户是作为委托人，而不是作为佛山诺那托的代理人；
- (b) 产品的所有权应在客户转售之前立即从佛山诺那托转让给客户；
- (c) 销售的全部收益或与产品相关的任何保险收益应由佛山诺那托拥有。

5.5 At any time before title to the Products passes to the Customer, Foshan Noratel may:

- (a) by notice in writing, terminate the Customer's right under clause 5.4 to resell the Products or use them in the ordinary course of its business; and/or
- (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them. In the event that the Products are in the possession of a third party, the Customer shall use its best endeavours to procure the consent and cooperation of such third party to facilitate repossession of the Products by Foshan Noratel.

5.5 在产品所有权转让给客户之前的任何时候，佛山诺那托可以：

- (a) 通过书面通知，终止客户根据第 5.4 条转售产品或在其正常业务过程中使用产品的权利；
- (b) 要求客户交付其拥有的所有未被转售的产品，或不可撤销地纳入另一个产品，如果客户未能及时这样做，则佛山诺那托有权进入客户或任何第三方存放产品的任何场所以收回产品。如果产品由第三方占有，客户应尽最大努力争取该第三方的同意和合作，以方便佛山诺那托收回产品。

6 PRICE AND PAYMENT 价格和付款

6.1 The price of the Products and Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Foshan Noratel's published price list in force as at the date of delivery.

6.1 产品和服务的价格应为订单中列出的价格，如果没有报价，则为佛山诺那托自交付之日起公布的有效价目表中列出的价格。

6.2 Foshan Noratel may, at any time, increase the price of the Products and/or Services to reflect any increase in costs that is due to:

- (a) any factor beyond Foshan Noratel's reasonable control (including foreign exchange

fluctuations, currency regulations, increases or imposition in taxes and duties, and increases in labour, materials, freight, shipping or other manufacturing related costs);
(b) any request by the Customer to change the delivery date(s), quantities and/or types of Products or Services ordered, and/or the Specification; and/or
(c) any delay caused by instructions of the Customer and/or failure of the Customer to give Foshan Noratel adequate or accurate information or instructions.

6.2 佛山诺那托公司可随时提高产品或服务的价格，以适应因以下原因导致的成本增加：

(a) 超出佛山诺那托合理控制的任何因素（包括外汇波动、汇率法规、税收和关税的增加或征收，以及劳动力、材料、货运、运输或其他制造相关成本的增加）；
(b) 客户要求更改订购的交货日期、数量、类型、规格或因客户的原因未能提供佛山诺那托充分或准确的信息或指示而造成的任何延误或损失。

6.3 The prices:

(a) exclude amounts in respect of value added tax (VAT), or any other sales tax, duty or import or export duty, brokers fees and clearance fees, which may be chargeable and which the Customer shall additionally be liable to pay to Foshan Noratel at the prevailing rate; and

(b) save as otherwise provided for under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable), exclude the costs and charges of carriage, packaging, insurance, storage, handling and transport of the Products, which (save as expressly stated in the Order) shall be invoiced to, and payable by, the Customer.

6.3 价格：

(a) 不包括增值税(VAT)或任何其他销售税、关税或进出口税、代理商费和结算费相关的金额，这些费用需另外收取，客户还应按现行费率向佛山诺那托支付；

(b) 除 EXW（工厂交货）或 FCA（货交承运人）规则（适用）另有规定外，排除产品运输、包装、保险、储存、搬运和运输的成本和费用（订单中明确规定除外）应向客户开具发票并由客户支付。

6.4 Save as expressly stated in the Order, Foshan Noratel may invoice the Customer for:

(a) the Products, on or at any time after despatch of the Products; and

(b) the Services, monthly in advance.

6.4 除订单中明确规定外，佛山诺那托可向客户开具以下发票：

(a) 产品，在产品发出后的任何时间；

(b) 服务，每月提前开出。

6.5 The Customer shall pay each invoice submitted by Foshan Noratel:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Foshan Noratel,

and time for payment shall be of the essence of the Contract.

6.5 客户应支付佛山诺那托提交的每张发票：

(a) 自发票开具之日起 30 天内；

(b) 全额已清算资金存入由佛山诺那托书面指定的银行账户，付款时间是本合同的

关键。

6.6 If the Customer fails to make a payment due to Foshan Noratel under the Contract by the due date, then, without limiting Foshan Noratel's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. The interest on the overdue payment of the customer shall be calculated with the arrears as the principal from the date of payment payable, and shall be calculated at 4 times of the annual interest rate of LPR (Loan Prime Rate).

6.6 如果客户未能在到期日前向佛山诺那托支付合同项下的应付款项，那么在不限限制佛山诺那托在第 13 条下的补救措施的情况下，客户应从到期日起支付逾期款项的利息，直到逾期款项的支付之日，无论在判决之前还是之后。客户逾期付款的利息，从应付款项之日起，以欠款为本金，按照 LPR（同期同类银行间拆借报价利率）年利率的 4 倍计算。

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deductions or withholdings are required by law to be made from any of the sums payable under the Contract, the Customer shall pay to Foshan Noratel any sum as will, after the deduction or withholding is made, leave Foshan Noratel with the same amount as it would have been entitled to receive without that deduction or withholding.

6.7 本合同项下的所有到期款项应全额支付，不得有任何抵销、反索赔、扣减或预扣（法律规定的任何减扣或预扣税款除外）。如果法律要求从合同项下的任何应付款项中扣除或扣缴款项，客户应向佛山诺那托支付所有款项，在扣除或预扣后，佛山诺那托将获得与未扣除或预扣时相同的金额。

6.8 All costs and expenses reasonably incurred by Foshan Noratel in recovering monies due to it will be charged to and be payable by the Customer.

6.8 佛山诺那托为收回其款项所发生的所有费用（包括但不限于律师费、交通费、住宿费等）由客户承担。

7 INTELLECTUAL PROPERTY

7. 知识产权

7.1 All Intellectual Property Rights in and to the Products and the Services (including all deliverables and outputs thereof), together with all associated packaging, get-up, branding and trade marks, and any modifications or developments to any of the foregoing shall be owned by Foshan Noratel (or its licensors) at all times.

7.1 产品和服务的所有知识产权，以及所有相关的包装、外观、品牌和商标，以及对上述任何内容的任何修改或开发，在任何时候都属于佛山诺那托（或其许可方）所有。

7.2 Nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to such Intellectual Property Rights.

7.2 本合同中的任何内容均不得解释为授予客户有关此类知识产权的任何许可或任何权利。

7.3 The Customer shall not, at any time:

(a) remove, deface or obscure any identifying mark or packaging on or relating to the Products; or

(b) reverse engineer the Products.

7.3 客户在任何时候都不得:

(a) 清除、玷污或掩盖产品上或与产品有关的任何标识标志或包装;

(b) 对产品进行逆向操作。

8 ADVICE

8 建议

8.1 Any advice or recommendation given by Foshan Noratel or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by Foshan Noratel is followed or acted upon entirely at the Customer's own risk, and accordingly Foshan Noratel shall not be liable for any such advice or recommendation which is not so confirmed.

8.1 佛山诺那托或其员工、代理人向客户或其员工、代理人提供的关于产品储存、应用或使用的任何意见或建议, 如果没有得到佛山诺那托的书面确认, 则完全由客户自行承担风险, 因此, 对任何没有得到佛山诺那托确认的意见或建议佛山诺那托不承担任何责任。

8.2 Without prejudice to the foregoing, Foshan Noratel's employees or agents are not authorised to make any representations regarding any Products or Services unless confirmed by Foshan Noratel in writing and signed by a Director of Foshan Noratel. The Customer acknowledges that it does not rely on any such representations that are not so confirmed.

8.2 在不影响上述规定的情况下, 佛山诺那托的员工或代理人无权对任何产品或服务做出任何陈述, 除非佛山诺那托以书面形式确认并由佛山诺那托的董事签署。客户承认其不依赖于任何未经确认的此类陈述。

9 LIMITATION OF LIABILITY 11 责任范围

9.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, statutory duty, restitution or otherwise.

9.1 本条款第 11 条关于责任的范围适用于根据合同产生的或与之相关的每项责任, 包括合同、侵权行为(包括疏忽)、失实陈述、法定义务、归还或其他方面的责任。

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Products Act 1979.

9.2 合同中的任何内容都不得限制任何在法律上不受限制的责任，包括：

- (a) 因过失造成的死亡或人身伤害。
- (b) 欺诈或欺诈性的虚假陈述；
- (c) 违反了《1979 年产品销售法》第 12 条所隐含的条款。

9.3 Subject to clause 9.2, when the customer claim to Foshan Noratel, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill (in each case, whether direct or indirect); and
- (g) any indirect or consequential loss.

9.3 根据第 9.2 条，以下类型的损失被完全排除。

- (a) 利润的损失。
- (b) 销售或业务的损失。
- (c) 协议或合同的损失。
- (d) 预期储蓄的损失。
- (e) 软件、数据或信息的使用损失或损坏。
- (f) 商誉的损失或损害（在任何情况下，无论是直接还是间接的损失或损害）；
- (g) 任何间接或后果性的损失。

9.4 Subject to clauses 9.2 and 9.3, Foshan Noratel's total liability to the Customer shall not exceed 100% of the price paid or payable by the Customer to Foshan Noratel for the Product or Service to which the claim (or series of connected claims) relates.

9.4 根据第 9.2 和 9.3 条，佛山诺那托对客户赔偿的总责任不应超过问题订单的总价款。

10 CONFIDENTIALITY

10 保密性

10.1 Each party undertakes that it shall not at any time during the Contract, and thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.1 每一方都承诺，在合同期间和之后的任何时候，不得向任何人披露有关另一方的业务、事务、客户、顾客或供应商的任何机密信息，但第 10.2 条允许的情况除外。

10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such

information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.2 每一方都可以披露另一方的保密信息。

(a) 向其雇员、官员、代表或顾问披露，他们需要知道这些信息，以行使该方的权利或履行其在合同下的义务。每一方应确保其向对方披露保密信息的雇员、官员、代表或顾问遵守本第十条的规定；

(b) 如法律、有管辖权的法院或任何政府或监管机构可能要求的需要。

10.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

10.3 任何一方都不得将另一方的保密信息用于任何目的，除非是为了行使合同规定的或与合同有关的权利和履行其义务。

11 SUSPENSION AND TERMINATION 11 暂停和终止

11.1 Without limiting its other rights and remedies, Foshan Noratel may suspend provision of the Products under the Contract or any other contract between the Customer and Foshan Noratel if the Customer becomes subject to any of the events listed in clauses 11.2(c) to 11.2(e) (inclusive), or Foshan Noratel 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 the Contract on the due date for payment.

11.1 在不限制其其他权利和补救措施的情况下，如果客户出现第 11.2(c) 至 11.2(e) 条（包括）所列的任何事项，或佛山诺那托有理由相信客户即将出现上述任何事项，或客户未能在到期付款日支付合同项下的款项，佛山诺那托可以暂停向客户提供产品包括与客户签订的任何其他合同或订单。

11.2 Without limiting its other rights or remedies, Foshan Noratel may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;

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

(c) 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), obtaining a moratorium, 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;

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

(e)the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 在不限其他权利或补救措施的情况下,佛山诺那托可以在以下情况下向客户发出书面通知,立即终止合同。

(a)客户未能在到期付款日支付合同项下的任何款项。

(b)客户构成违反任一合同条款的任一其他重大行为,并且(如果这种违约是可以补救的)未在收到书面通知后 10 天内进行补救的。

(c)客户进入托管、临时清算或与债权人达成任何和解或安排(与有偿重组有关的除外)、获得暂停权、清盘(无论是自愿的还是根据法院的命令,除非是为了有偿重组)、对其任何资产指定接管人或停止开展业务,或者,上述步骤或行动是其他司法管辖区采取的,或者与相关司法管辖区的任何类似程序有关的。

(d)客户暂停、威胁暂停、停止或威胁停止进行其全部或大部分业务;

(e)客户的财务状况恶化,足以有合理的理由认为其没有能力履行合同条款。

11.3 On termination of the Contract for any reason the Customer shall immediately pay to Foshan Noratel all of Foshan Noratel's outstanding unpaid invoices and interest and, in respect of Products and/or Services supplied but for which no invoice has been submitted, Foshan Noratel shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.3 在合同因故终止时,客户应立即向佛山诺那托公司支付所有未付的款项和利息,对于已提供的产品或服务但未提交发票的,佛山诺那托公司应提交发票,客户应在收到发票后立即支付。

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

11.4 无论出于何种原因导致合同终止的,都不应影响双方在终止或期满时产生的任何权利和补救措施,包括就终止或期满之日或之前存在的任何违约的行为要求损害赔偿的权利。

11.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11.5 合同中任何明确或暗示在合同终止时或终止后生效或继续生效的条款应保持完全有效。

12 FORCE MAJEURE14 不可抗力

12.1 "Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control including, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (including any continuation of COVID-19), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for

war, armed conflict, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by or supply constraints of suppliers or subcontractors (including lack or shortage of, or increases in prices of, raw materials or other supplies), and/or any interruption or failure of utility service.

12.1 "不可抗力事件"是指超出一方合理控制的事件、情况或原因,包括天灾、洪水、干旱、地震或其他自然灾害、流行病或大流行病(包括 COVID-19 的任何延续)、恐怖袭击、内战、内乱或暴乱、战争、战争威胁或战争准备、武装冲突、核、化学或生物污染或音爆、建筑物倒塌、火灾、爆炸或事故、任何劳工或贸易纠纷、罢工、工业行动或停工、供应商或分包商不履行或供应限制。化学或生物污染或音爆,建筑物倒塌,火灾,爆炸或事故,任何劳工或贸易纠纷,罢工,工业行动或停工,供应商或分包商不履行或供应限制(包括原材料或其他用品的缺乏或缺乏,或价格上涨),或任何公用事业服务的中断或故障。

12.2 Neither party shall be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party will promptly notify the other party in writing of the Force Majeure Event. Time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

12.2 如果因不可抗力事件导致延迟履行或未能履行其在合同项下的任何义务,则任何一方均不承担违约责任,也不承担任何延迟履行合同的的责任。在这种情况下,受影响的一方应及时将不可抗力事件以书面形式通知另一方。履行的时间应延长,延长的时间相当于履行义务被延迟或未能履行的时间。

12.3 If, as a result of a Force Majeure Event, delivery of the Products is delayed for more than 90 consecutive days:

(a) Foshan Noratel may cancel the Contract on written notice to the Customer, and shall not be liable for any loss or damage as a result of such cancellation or rescission; or

(b) the Customer may cancel the Contract without liability to Foshan Noratel, save that where the Products have been specially obtained for the Customer and in Foshan Noratel's reasonable opinion there is no readily available market for them, the Customer may not cancel the Contract and shall remain liable to pay Foshan Noratel for the full purchase price for the Products.

12.3 如果由于不可抗力事件的发生,产品的交付被延迟超过连续 90 天。

(a) 佛山诺那托可以书面通知客户解除合同,并且不对由于这种取消或撤销而造成的任何损失或损害负责;

(b) 客户可以解除合同而不对佛山诺那托承担责任,但如果产品是专门为客户制作的,并且佛山诺那托合理地认为没有现成的市场,则客户不得解除合同,并应继续负责向佛山诺那托支付产品的全部货款。

13 EXPORT CONTROL AND USE OF PRODUCTS 15 产品的出口管制和使用

13.1 The Customer confirms that it will be the recipient of Products to be delivered by Foshan Noratel. The Customer agrees that the Products and Services will not be used for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes.

The sale, resale or other disposition of certain Products and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. The Customer agrees to comply with all such laws, regulations and orders and agrees that it shall not directly or indirectly sell, resell, export, re-export, or otherwise dispose of or deal with, any Products to any country, destination or person to which the same is restricted or prohibited. The Customer acknowledges its responsibility to obtain any required licence for the acquisition, carriage, use, export, re-export or import of the Products. Failure to obtain such licence(s) shall not entitle the Customer to withhold or delay payment of the price for the Products. Any additional expenses or charges incurred by Foshan Noratel resulting from such failure shall be for the Customer's account.

13.1 客户确认其是佛山诺那托交付的产品的接收方。客户同意，产品和服务将不会被用于与任何化学、生物、核武器或能够运载此类武器的导弹有关的目的，也不会被用于支持任何恐怖活动或任何其他军事用途，如果知道或怀疑它们将被用于此类目的，也不会被重新出售。

某些产品和相关技术或文件的销售、转售或其他处置可能受到英国出口管制法律、法规和命令的约束，也可能受到其他国家的出口或进口管制法律和法规的约束。客户同意遵守所有这些法律、法规和命令，并同意不得直接或间接向任何被限制或禁止的国家、目的地或个人出售、转售、出口、再出口，或以其他方式处置或处理任何产品。客户承认其有责任为产品的获取、运输、使用、出口、再出口或进口获得任何必要的许可证。未能获得此类许可证，客户无权扣留或延迟支付产品的价格。若佛山诺那托因此而产生的任何额外开支或费用都应由客户承担。

13.2 The Customer agrees that Products sold by Foshan Noratel are not (unless otherwise specifically agreed in writing between Foshan Noratel and the Customer) designed for use in life support, life sustaining or nuclear applications, or other applications or products for which a product failure may result in personal injury, death, or catastrophic property damage. If the Customer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions, product use or misuses the Products in any manner, the Customer agrees that it does so completely at its own risk and shall indemnify Foshan Noratel against 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 Foshan Noratel resulting from such sale, use and/or misuse.

13.2 客户同意，佛山诺那托销售的产品不是（除非佛山诺那托和客户之间另有书面协议）设计用于生命支持、生命维持或核应用，或其他产品故障可能导致人身

伤害、死亡或灾难性财产损失的应用或产品。如果客户销售或以其他方式将产品用于此类应用，或违反与出口限制、产品使用有关的义务，或以任何方式滥用产品，客户同意完全自担风险，并应赔偿佛山诺那托因此类销售、使用或滥用而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、声誉损失以及所有利息、罚金和法律及其他专业费用和支出）。

13.3 The Customer shall provide to Foshan Noratel in a timely manner, end-user, end-use and other documentation, certifications and information as may be requested by Foshan Noratel at any time.

13.3 客户应及时向佛山诺那托提供佛山诺那托可能在任何时间要求的最终用户、最终用途和其他文件、证明和信息。

13.4 The Customer shall maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Customer pursuant to this Agreement. Upon request from Foshan Noratel, the Customer shall furnish Foshan Noratel with copies of all documents relating to the sale or export of the Products.

13.4 客户应就代表客户或客户根据本合同的指示所采取的所有措施、行动保持完整和准确的记录。应佛山诺那托的要求，客户应向佛山诺那托提供与产品销售或出口有关的所有文件的副本。

14 ANTI-BRIBERY

14 反贿赂

14.1 The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall ensure that it has in place adequate procedures to ensure compliance with such bribery laws to prevent bribery, and shall use all reasonable endeavours to ensure that all of its personnel, all others associated with it, and all of its subcontractors involved with the Contract so comply.

14.1 客户应遵守所有与反贿赂和反腐败有关的适用法律、法规、条例和守则，包括《2010年反贿赂法》，并确保其有足够的程序来确保遵守这些贿赂法，以防止贿赂，并应尽一切合理努力确保其所有人员、所有与之相关的其他人员以及所有与合同有关的分包商都能遵守。

14.2 The expressions ‘adequate procedures’ and ‘associated’ shall be construed in accordance with the Bribery Act 2010 and documents published under it.

14.2 “适当程序”和“相关程序”一词应根据《2010年反贿赂法》和根据该法发布的文件进行解释。

14.3 Without limitation to the above, the Customer shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

14.3 在不限于上述规定的情况下，客户不得在英国或其他地方以其名义行贿或收

受任何贿赂（根据 2010 年《反贿赂法》的定义）或其他不当款项，或允许以其名义进行或接受任何此类贿赂，并将实施和维持适当的程序，以确保不以其名义直接或间接进行或接受此类贿赂或付款。

15 MODERN SLAVERY

15 现代奴隶制

15.1 The Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

15.1 客户应遵守所有适用的反奴役和人口贩运法律、法规、条例和不时生效的守则，包括《2015 年现代奴役法》。

15.2 The Customer shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

15.2 客户不得从事任何在英国开展的活动、做法或行为将构成《2015 年现代奴隶制法案》第 1、2 或 4 条规定的犯罪行为的活动、做法或行为。

15.3 The Customer represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking

15.3 客户声明并保证其没有被判定犯有任何涉及奴役和人口贩运的罪行；也没有成为有关奴役和人口贩运的任何罪行或涉嫌罪行的调查、询问或执法程序的对象。

16 health and safety at work

16 安全要求

16.1 The Customer shall be solely responsible for and shall indemnify Foshan Noratel against 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 Foshan Noratel arising directly or indirectly from use of the Products other than in accordance with the uses to which a competent engineer would put products of that description and specification or which may be contained in literature supplied by Foshan Noratel.

16.1 客户应对因使用诺纳托产品直接或间接产生的安全问题承担责任（包括任何直接、间接或后果性的损失、利润损失、声誉损失以及所有利息、罚款和法律及其他全部费用和支出），并应赔偿佛山诺那托。除非客户的有职业资格的工程师根据产品的说明和佛山诺那托提供的文献中的内容正确安装产品。

16.2 It is a condition of the Contract that all information supplied by Foshan Noratel about the use for which the Products are designed and have been tested, about the

results of any relevant tests and about conditions necessary to ensure that Products will be safe and without risk to health when properly used, are publicised or displayed by the Customer to those persons who will use the Product.

16.2 本合同的一个条件是，由客户向那些将使用产品的人公布或展示由佛山诺那托提供的关于产品设计和测试用途的所有信息，包括所有相关测试的结果，以及关于确保产品在正确使用时必须的安全和无健康风险的条件。

17 GENERAL 一般情况

17.1 Assignment and other dealings.

(a) Foshan Noratel may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Foshan Noratel.

17.1 转让和其他交易 .

(a) 佛山诺那托可以在任何时候转让、转移、抵押、收费、分包、委托、宣布托管或以任何其他方式处理其在合同下的所有权利或义务。

(b) 未经佛山诺那托事先书面同意，客户不得转让、转移、抵押、收费、分包、委托、宣布托管或以任何其他方式处理其在合同下的任何权利或义务。

17.2 Entire agreement.

(a) Each 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. No oral agreements or representations and no course of dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provision contained herein.

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

17.2 整个协议

(a) 每份协议都构成双方之间的完整合同，并取代和终止双方之间与其标的物有关的之前所有协议、承诺、保证、陈述和非正式协议，包括书面的还有口头的。双方之间的任何口头协议或陈述，以及双方之间的交易过程或交易惯例，均不得以任何方式补充、解释、抵触或改变本合同中的任何条款。

(b) 各方同意，对于合同中未列出的任何声明、陈述、保证或担保（无论其是无辜的还是疏忽的），其均无任何补救措施。每一方都同意，它不应对基于合同中的任何不知情的陈述或疏忽的虚假陈述或疏忽的错误陈述进行索赔。

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

17.3 变更。除非以书面形式并经双方（或其授权代表）签署，否则合同的任何变更都不具有效力。

17.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.4 放弃。一方未能或延迟行使本合同或法律规定的任何权利或救济，不构成对该权利或任何其他权利或救济的放弃，也不应阻止或限制该权利或任何其他权利或救济的进一步行使。任何单一或部分行使该权利或救济均不得阻止或限制该权利或任何其他权利或救济的进一步行使。

17.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of that Contract. If any provision of the Contract is deemed deleted under this clause 19.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.5 分割。如果合同的任何条款或部分条款成为无效的、非法的或不可执行的，它应被视为删除，但这不应影响该合同其他部分的有效性和可执行性。如果合同的任何条款根据本条款第 19.5 条被视为删除，双方应本着诚意进行谈判，以商定一个替代条款，在最大程度上实现原始条款的预期商业结果。

17.6 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to [insert Foshan Noratel email] for Foshan Noratel; and the email address(es) specified in the Order for the Customer.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.6 通知.

(a) 根据本合同或与本合同有关的任何通知均应以书面形式发出，并应是：

- (i) 亲手递交或者通过时效性最强的快递公司或其他次日到达的快递服务邮寄至公司注册地址（如果是公司）或其主要营业地（在任何其他情况下）；
- (ii) 通过电子邮件发送至佛山诺那托电子邮件；以及订单中为客户指定的电子邮件地址。
- (b) 佛山诺那托按照本合同或者客户客户订单上载明的地址、邮箱发出的任何通知，视为客户已经收到；
- (i) 如果是亲手递送，通知留在递送的地址时视为收到。
- (ii) 如果佛山诺那托以预付特快邮件或加急邮件的递送服务寄出，则在寄出后的第二个工作日的上午 9 点视为客户已经收到；
- (iii) 如果通过电子邮件发送，则在发送时，或者，如果此时间发生在收货地点的营业时间之外，则在恢复工作时间时。在本条款(iii)中，工作时间是指收货地点的非公共假日的周一至周五的上午 9 点至下午 5 点。
- (c) 本条款不适用于任何法律诉讼中的任何诉讼程序或其他文件的送达，或在适用的情况下，也不适用于任何仲裁或其他争议解决方式的送达。

17.7 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.7 第三方权利 .除非另有明确规定，否则本合同不产生《1999 年合同（第三方权利）法》规定的任何权利，以执行合同的任何条款。当事人解除或变更本合同的权利不受任何其他人的同意。

18 Cancellation & Termination

18 合同的解除及终止

If both parties reach an agreement, the contract may be terminated. Other circumstances of dissolution or termination according to the laws.

甲乙双方协商一致的，可以解除合同；其他法律规定的解除或终止情形。

19 Contract dispute resolution method

19 合同争议解决方式

Governing law and jurisdiction. Any dispute or claim (including non-contractual dispute or claim) arising out of this Contract and its subsequent orders shall be under the jurisdiction of the court in the place where Seller is located.

管辖法律和管辖权。因本合同及其后续订单引起的相关争议或索赔（包括非合同性纠纷或索赔），由卖方所在地法院管辖。

20 Others

20 其它约定事项

20.1 This Contract is made in two originals, with each party holding one copy. The contract shall come into force upon being signed by both parties

20.1 本合同一式贰份，甲乙双方各执壹份，经双方共同签署后生效。

20.2 For matters not covered herein, a supplementary agreement shall be signed by both parties through negotiation.

20.2 本合同未尽事宜，由双方协商后签订补充协议。

20.3 Both parties agree to confirm that the mailing address and contact information listed in the first part of the contract shall be the address and contact information for the receiving Party to serve correspondence or judicial organs to serve litigation and arbitration documents during the performance of the contract and settlement of contract disputes. If there is any change, it shall inform the other party in writing 15 days in advance; otherwise, the adverse consequences arising therefrom shall be borne by the changing party.

20.3 双方一致确认合同首部所列的通讯地址和联系方式为双方履行合同、解决合同争议时向接收方送达函件或司法机关送达诉讼、仲裁文书的地址和联系方式。如有变更，应提前 15 日书面告知对方，否则由此产生的不利后果由变更一方自行承担。

The customer 客户（盖章 Stamp）:

法定代表人或授权代表（签字）:

签订时间： 年 月 日

Foshan Noratel: 佛山诺那托电气有限公司（盖章 Stamp）:

法定代表人或授权代表（签字）:

签订时间： 年 月 日