

威卡中国销售合同通用条款

WIKA China Sales Contract General Terms & Conditions

价格术语 Incoterm:	合同价格为货至中国大陆主要地级城市市区以内客户指定收货地址之价格 Delivered free to customer in major cities of mainland China
运输方式 Mode of Transport:	汽车运输（运费预付）。 By truck (Freight prepaid)
质保期: Warranty:	自发货之日起 12 个月。对于因合理损耗、人为损坏、非正常工作条件、未遵守威卡的使用说明所导致的任何缺陷，威卡不承担任何责任；买方在质保期内向威卡提出的任何有关产品质量的有效索赔，威卡应对产品予以修理或更换。 Wika products are guaranteed against defective workmanship for a duration of 12 months from delivery. This guarantee covers a free of charge reconditioning or exchange of the defective products. All other associated costs are not included.
延迟交（提）货: Delay of delivery:	若买方要求延迟付款交（提）货，必须在本合同规定的交货日期之前至少一个月书面通知卖方，否则卖方有权拒绝买方延迟交（提）货的要求。 因买方原因导致延迟交（提）货，卖方有权要求买方支付违约金，违约金每周按滞留货物总额的千分之五计算。延迟提货超过两个月，卖方有权没收定金，取消合同，同时保留依法追究买方违约责任之权利。 因卖方原因导致延迟交（提）货，买方有权要求卖方支付违约金，违约金每周按迟发货物总额的千分之五计算，累计最高百分之五。 卖方不对卖方控制之外的事故所造成的的延误负责，这些事故包括但不限于：罢工、停工、骚乱或类似情况；政府特殊措施；冰雪或其他交通困难造成的交通障碍；供应商造成货物的迟交、不交或残缺；生产线断线或类似生产事故；火灾；卖方或其供应商生产车间意外事故等。 If the buyer delays to pay the balance amount and to pick up the goods, the seller will charge additional 0.5% per week of the value of the delayed goods as compensation. If the delay is more than two months, the seller is entitled to cancel the contract and take the down-payment as compensation. If the seller delays delivery, the buyer is entitled to request 0.5% per week of the value of the delayed goods as compensation. This compensation should not exceed 5% of the value of the delayed goods. The seller shall not be responsible for the delay of delivery due to FORCE MAJEURE (including but not limited to): strike, riot, special actions of the government, transportation obstacles due to ice, snow or any other traffic difficulty, delay due to the suppliers of the seller, equipment down, fire, accident in the workshop of the seller or of the suppliers of the seller.
货物签收:	买方应在收到货物后立即检验产品的数量和外包装。若无异议，收货人应在

送货单上签收（收货人姓名或公司收货章）。若有外包装破损，收货人应及时查看箱内货物的数量及质量状况，并在送货单注明相应信息后签收。如果交货未被买方拒绝，且买方未就有关缺陷在 24 小时内通知卖方，则买方无权拒绝接收该产品。

Acceptance of goods:

The buyer shall check the quantity and quality of the products upon receiving them, and should sign the delivery note with necessary comments for any defect found.

If the delivery is not rejected by the buyer, and the buyer does not inform the seller of the defect within 24 hours, then the buyer is not entitled to reject the goods.

纠纷解决:

凡因执行本合同所发生的一切争议纠纷，双方应通过友好协商解决。如果不能协商解决，应提交卖方所在地（上海）法院诉讼解决。本合同以中英文两种语言书写，如有异议，以中文版本为准。

Dispute settlement:

Any dispute regarding this contract shall be settled by friendly negotiation between the two parties.

If the dispute cannot be settled by the above negotiation, then it should be brought to the court in Shanghai where the seller is registered.

The contract is made in both Chinese and English, in case of conflict between each other, the Chinese version shall prevail.

生效日期:

合同自双方授权的代表签字或加盖公司公章，且卖方收到买方支付的定金后生效。

Effect Date:

The contract shall not take effect until it is signed or chopped by the two parties and the seller receives the down payment from the buyer.