



安马里罗齿轮（江苏）有限公司
销售条款与条件
自 2022 年 8 月 25 日起生效

1. **接受；协议。**本销售条款与条件（以下简称“本条款和条件”）构成贵司（“买方”）与安马里罗齿轮（江苏）有限公司（“卖方”）之间关于提供产品更新服务以及更新后的产品（“更新产品”）以及销售产品（“新产品”，与更新产品统称为“产品”）报价订单或销售合同的唯一标准条款与条件。本条款和条件取代双方约定的除最终生效订单或销售合同以外的所有其他口头或书面条款与条件，以及双方之间就不同条款或额外条款所进行的所有其他建议或沟通。本条款和条件在双方书面签署最终订单或销售合同、买方确认采购订单或买方收到部分或全部产品时（以上以最先发生的时间为准）正式生效。在本条款和条件下，前述双方约定的除订单或销售合同以外的其他口头或书面条件均无法律效力。

由买方提议的任何额外或不同条款或买方意欲对本条款和条件中条款的建议，或者买方欲对本条款和条件的任何规定进行任何程度的修改，在此一律视为对本条款和条件、订单和销售合同的重大变更，需经卖方书面明确同意后方可生效，卖方也可以拒绝同意。买方提交的文件或表格中包含的任何条款，均不得改变、增补或限制本条款和条件所包含的规定。除非本条款和条件另有说明，买方确认订单、签署销售合同或对任何产品（无论全部或是部分）的接收，都应当构成买方对本条款和条件的毫无异议的接受。

2. **价格。**除非卖方报价中另有书面说明，所有报价只有在买方立即接受后方可有效。在买方未立即接受报价前，卖方保留变更价格的权利，且无义务另行通知买方。卖方亦保留对报价文件中报价、产品规格或者价格的任何错误或者遗漏进行纠正的权利，且不承担相关错误或遗漏、纠正报价、产品规格或价格的任何责任。卖方对报价作出的变更一经作出即生效，且同样在买方未立即接受前保留变更的权利。除非最终订单或销售合同中另有书面规定，所有保险、运输以及装卸费用应由买方自行承担。

3. **订单/销售合同。**包括本条款和条件的订单或销售合同在双方书面签署后生效。如订单或销售合同规定的内容与本条款和条件不一致，以双方签署的订单或销售合同为准。

4. **支付条款。**如果订单或销售合同中未明确规定支付安排和相应条款而需要补充的，支付条款须由卖方批准。信用条款必须由卖方根据对买方的信用状况进行授予。如果因任何原因导致卖方认为买方的信用不符合卖方的要求，卖方有权要求附加其他的支付条款，包括但不限于要求在发货前由买方先行付款。此外，卖方有权要求买方就特别定制的产品预付最高不超过售价的 100% 的定金。逾期未付款的发票，将按照月利率 1.5% 或法律允许的最高费率（两者之较低者）计算滞纳金，按天计算，按月累计。

除卖方书面明确说明外，卖方提供的产品和服务的价格不提供任何折扣。产品和/或服务的价款以及所有应当由买方向卖方支付的费用不得低于卖方的报价，买方不得以任何名义在卖方报价基础上进行任何扣除或者抵扣。账单付款日期是指卖方在最终订单或销售合同上注明的地点应收到付款的日期。如果买方账户出现逾期未付款，买方应承担与收取该等逾期款项有关的所有成本和费用，包括但不限于卖方发生的催收费用、律师费和其它费用，并按逾期时间就未付款项支付逾期利息，利息按中国人民银行公布的同期贷款利率为基础，参照逾期罚息利率（上浮 50%）计算。

5. **税费。**除有明确说明外，订单或销售合同上所列产品价格不包括任何增值税、销售税、消费税、附加费或其他税费或附加税。买方应承担任何及所有本条款和条件下相关交易产生的流转税和附加税费及可能适用的税费。如果适用法律要求卖方支付本条款和条件下涉及的任何税费，买方应根据要求立即就此类款项对卖方作出偿付。



6. **毁损风险。**自产品送达买方、买方指定的代理或为买方进行派送的承运商取得产品时、或者卖方将提供产品给买方之时起（以上以最先发生的时间为准），产品的一切所有权和毁损风险均转移至买方，由买方承担一切与产品相关的毁损风险。除非卖方以书面形式另行同意，产品均由卖方在其位于中国江苏常州的工厂交货（EX Works）。

7. **交付。**所有的装运和交货日期由卖方基于买方及时提供所有必要的信息且卖方及时收到这些信息为前提进行相应预估。如果卖方因未获得买方关于产品和材料的必要规格或样品确认而产生任何延期，卖方可选择推迟交货日期，且卖方不承担因交付延期而产生的任何形式的索赔、损失、费用或损害。

8. **有限质保以及质保限制。**除另有明确说明外，卖方向买方保证，安马里罗风机用直角齿轮箱、安马里罗平行轴齿轮箱和安马里罗复合材料传动轴（无论是新产品或更新产品）均不存在材料或者工艺上的缺陷。除非法律另有规定，卖方提供的前述产品（安马里罗风机用直角齿轮箱、安马里罗平行轴齿轮箱和安马里罗复合材料传动轴）的质保期为买方安装产品之日起十二个月内或者产品从卖方工厂运出之日起十八个月内（以较早发生者为准）。

卖方向买方保证，安马里罗泵用直角泵齿轮箱（新造）不存在材料或者工艺上的缺陷。除非法律另有规定，卖方提供的安马里罗泵用直角泵齿轮箱产品的质保期为买方安装产品之日起二十四个月内或者产品从卖方工厂运出之日起三十个月内（以较早发生者为准）。

卖方向买方保证，Q-500 平行轴齿轮箱不存在材料或者工艺上的缺陷。除非法律另有规定，卖方提供的 Q-500 平行轴齿轮箱产品的质保期为产品从卖方工厂运出之日起三十六个月（36）月内。

质量保证的除外情形：如果产品存在下列任一情况，则不能适用本质量保证：

- 产品未按卖方不时公布的产品手册进行安装、操作、维修和保养，或者使用时超出产品公布的额定负载；
- 买方对产品进行不适当的储存；
- 产品遭受事故、损坏、滥用或误用；
- 产品在非正常的运行环境中使用或遭受非正常情况的使用；
- 买方人员或第三方人员故意的破坏或是疏忽导致的损坏；
- 不可抗力导致的损坏；
- 未经卖方事先书面同意，由买方或任何第三方进行的修理或修改；
- 产品在质量保证期外的损耗或非正常使用发生的损耗；
- 其他与卖方无关的情形。

关于本质量保证所涵盖的任何材料或工艺上的缺陷，如果在保修期内，买方将该等缺陷书面告知卖方，卖方有权自行选择：（1）就新产品而言，修理或更换任何有缺陷的产品或零部件，或者（2）就更新的产品/服务而言，修理更新产品或重新执行未满足质量保证的服务或部分服务。前述质量保证为买方的唯一救济措施，买方如未在质量保证期间提出权利主张，一律视为产品/服务符合约定。在买方返还本协议项下的任何产品或者部分产品之前，买方必须联系卖方获得书面批准或退货授权码方可安排相应的运输。卖方不承担未获得其事先书面批准或退货授权码的退货所产生的运输成本。如果上述措施导致卖方产生任何损失或额外费用，则卖方保留向买方追索的权利。

任何情况下，卖方均无须对任何侵权法、合同法或者其他法律法规下因买方使用产品进行生产、销售、使用，或对产品进行维修而产生的或者与之相关的任何人身伤害、死亡或者财产损失承担责任。卖方无须对买方已购买产品的移除、运输或者重新安装所产生的成本负责。在任何情况下卖方均无须承担任何附带、间接或惩罚性损害赔偿或任何其他损失或费用。如卖方因买方的上述行为受有损失的，卖方有权向买方追偿。



未经卖方有权人员事先书面同意，本质保条款中的任何条款均不得更改。

本条内容为卖方提供的唯一质量保证。除此之外，卖方没有任何其他与质量有关的保证，无论是明示或者默示、书面或口头沟通的保证。卖方在此特别否认并排除所有关于产品适销性或适合任何特定用途的默示的保证。

9. 索赔。 买方同意货到后立即验货。如果买方收到的任何产品有损坏，或买方收到的产品数量与运输单据上的数量不符，且买方希望对卖方提出任何索赔要求，买方应在承运人的收据上标注收件异常，并且应在收货后的十五（15）天内向卖方提供关于任何产品损坏或短缺的详细书面信息。买方应在收到产品后立即书面通知卖方，并且在任何情况下买方针对卖方的关于该等产品的任何索赔均须在三十（30）天内提出。如买方未能在上述期间发出书面通知，应视为卖方所发出的产品质量符合要求，且买方已不可撤销地接受所有产品。如果买方对任何产品有任何索赔要求，买方向卖方提供合理机会，由卖方对产品进行检验。因本条款与条件或产品而引起的任何诉讼，必须由买方在相应的有限质保期限内发起，而未在该期限内发起的此类行动一律不得提出。

10. 退货。 未经买方的及时通知和卖方事先书面确认，无论出于质量原因或非质量原因，卖方所有产品不得退回。退货的要求必须在买方收到产品后的三十（30）天内作出。卖方有权决定是否同意退货。买方要求退货的产品必须处于崭新状态，并能在无须进行进一步修理或翻新情况下重新加入库存。对于所有退回的产品，买方必须预付运输费用退给卖方。翻新产品不可退货，定做、停产或定制的产品不能以信用形式退货。所有退货必须在包装上标明退货授权码。对于非质量原因的退货，卖方有权设置并要求买方支付不超过产品价值 100% 的退货费。

11. 工具、模具和固定装置。 除非卖方另有明确书面同意或说明，任何因产品生产而使用、开发或获得的工具、模具或固定装置为卖方所有。无论买方是否分担了该等工具、模具和/或固定装置的全部或部分成本或费用，所有工具、模具或固定装置应归卖方所有。

12. 赔偿。 买方应当为卖方、其关联公司以及他们各自的代表、代理、员工、继任人以及受让人提供辩护、赔偿并且保证其免于遭受一切索赔、诉讼、要求、损失、责任、损害赔偿以及费用（包括但不限于合理的律师费）（以下合称为“损失”），包括因下列各项而产生的损失或者与之相关的人员伤亡（1）买方提供的规格、结构、操作、材料、生产方法或者其他指示，包括但不限于因此产生的对第三方知识产权或者专有权利的违反；（2）事故、损坏或买方的使用、滥用、误用；（3）买方违反任何国家或地方的法律或法规；（4）买方违反本条款和条件，以及（5）全部或者部分产品遭受：（a）不当的安装或储存；（b）事故、破坏、滥用或误用；（c）异常的运行条件或应用；（d）操作条件或者应用超出产品额定的容量；或（e）不符合卖方指示或者产品设计用途的任何使用或者应用，或对其进行的任何程度的变更。

13. 知识产权。 除根据买方提供的规格、结构、操作、材料、生产方法或其他指示生产的更新产品和产品，以及由他人生产再由卖方转售的产品或部件外，如买方已按销售合同及本条款与条件本条款和条件的规定支付所有款项，产品或其任何部分侵犯卖方报价之日第三方拥有的任何专利或其他知识产权，且第三方向买方发起任何关于专利或其他知识产权侵权的诉讼或者程序，卖方应当自行承担抗辩费用，并支付买方所遭受的任何损害赔偿以及成本。卖方支付赔偿的前提是卖方已及时收到关于该等索赔的通知，并且及时收到买方关于应诉或者解决诉讼所提供的完整的授权、信息以及协助。

如果产品或其任何部分被认定为侵犯了任何专利或其他知识产权，卖方应当承担费用并且自行选择：为买方购得继续使用上述产品或部分产品的权利；以不侵权的产品替换侵权产品或部分产品；修改产品以使其不再侵权；或者去除侵权产品并且就因此产生的购买价格的贬值部分进行退款。



14. 不可抗力。卖方不应对其超出其合理控制的突发状况（如战争、洪水、火灾、地震、雪灾、暴风、国家政策或法律、法规、规范性文件的调整、政府行为等原因）而导致的任何履约延迟或者无法履约的情况，包括造成的损失而承担责任。

15. 因故终止。如发生下列情形，卖方有权随时终止与本条款和条件相关的协议，或者终止本协议项下的全部或者部分工作：（1）买方违反本条款和条件或者与卖方的其他任何协议的规定；（2）由买方发起或者出现针对买方的任何法律项下的破产、资不抵债或者企业重组的法律程序的申请；（3）买方为其利益转让或向其债权人转让本协议；（4）买方业务经营或其大部分资产交由清算人处理；或（5）卖方基于合理的理由怀疑买方的履约能力，并且买方无法在收到卖方的书面要求的十（10）天内或者卖方指定的其他期限内向卖方提供充分的履约保证。

卖方在本条项下的终止权利不应被视为唯一的补救措施。卖方有权获得法律或衡平法上的所有其他权利和救济。本合同如终止，任何一方至该等终止之日所累积的权利或义务均不受影响。

16. 存储。若双方没有约定的装运日期，卖方有权在产品备货完成后开具发票给买方并装运发货。如果买方不愿在约定的装运日期或前述规定的条件下接受产品的运输，卖方可以选择将产品存放在仓库，并且就该等存储费向买方收费。在这种情况下，产品的毁损风险自产品交由存储之日起转移给买方，并且根据产品交由存储的日期计算质保期的开始之日。

17. 弃权。卖方在任何时候未能要求买方履行本条款和条件下的任何义务，均不影响卖方要求买方履行该义务或任何其他义务的权利。卖方在行使本合同中任何权利、权力或补救措施发生延误或不采取行动均不应损害该权利、权力与补救措施，或被视为对其中的任何即有和内在权利、权力和补救措施的放弃。

18. 修订。买方任何修改、替换、补充或以其他方式更改本条款和条件的尝试，不得被视为对本条款和条件的改变，或对卖方具有约束力。同时，除非卖方书面签署的订单或销售合同中明确规定了对本条款和条件的修改、取代、补充或以其他方式进行的更改，否则不对卖方有约束力。

19. 保密。卖方的所有非公开、保密或专有信息都是保密的，仅用于执行本合同，除非卖方书面授权，不得披露、使用或复制。

20. 其它。未经卖方事先书面许可，买方不得将其在订单、销售合同或本条款和条件下的责任或义务转让给他人。本条款和条件下的部分条款，如根据其性质应当在任何终止或过期发生后保持效力的，应当继续保持有效。本条款和条件受中华人民共和国法律管辖并依据中华人民共和国法律解释。本条款和条件中所包含的标题并不属于本条款和条件的组成部分，仅供各方方便阅读之用。



AMARILLO GEAR (JIANGSU) CO., LTD
TERMS AND CONDITIONS OF SALE
Effective: August 25, 2022

1. Acceptance; Agreement. These Terms and Conditions of Sale (these “Terms and Conditions”) constitute the sole terms and conditions of the agreement between you (“Buyer”) and Amarillo Gear (Jiangsu) Co., Ltd., as seller (“Seller”) with regard to the provision of product renewal services and the resulting renewed product (“Renewed Goods”) and all sales of goods (“New Goods”, and together with Renewed Goods, collectively, “Goods”). These Terms and Conditions supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms and Conditions expressly limit acceptance to these provisions. No order shall have any force or effect until the earlier of acknowledgment in writing by Seller or commencement of manufacture or shipment of Goods. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the provisions of these Terms and Conditions is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to or limit the provisions contained in these Terms and Conditions. Unless otherwise stated herein, Buyer’s submission of a purchaser order, or receipt of any portion of the Goods shall constitute acceptance of these Terms and Conditions without objection.

2. Prices. Seller’s prices are subject to change without notice. Unless otherwise specified, all quotations are valid only for immediate acceptance. Seller reserves the right to correct any errors or omissions in quotations, specifications or prices without liability. Unless Seller otherwise specifies in writing, all freight, insurance and shipping charges shall be at Buyer’s sole cost and expense.

3. Orders. All purchase orders or sales contracts will be effective after signing in written by both parties. If the signed purchase order or sales contract does not comply with these terms, the signed purchase order or sales contract supersedes these terms and condition.

4. Terms of Payment. If the payment terms are not specified in the signed purchase order or sales contract, the payment terms will be those approved by Seller. Granting of credit terms is subject to continuing approval of Buyer’s credit by Seller. If Buyer’s credit becomes unsatisfactory to Seller for any reason, Seller may, at its sole discretion, require different payment terms, including, but not limited to, payment in advance of shipment. In addition, Seller, at its discretion, may require advance deposits of up to 100% of the selling price for specially manufactured goods ordered by Buyer. Invoices not paid when due are subject to a late payment service charge of the lesser of 1.5% per month or the highest rate permitted under the law, calculated daily and compounded monthly.

No discounts shall be taken except as specifically allowed in writing by Seller. The price for the Goods and all other amounts due to Seller from Buyer shall be paid without abatement, deduction, or setoff. The date of payment of an invoice shall be the date the payment is received by Seller at location designated on the invoice. If Buyer’s account becomes delinquent, Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, costs of collection, attorneys’ fees, and expenses. For amount overdue the buyer shall pay interest to the seller based on 150% of the base loan interest issued by the People’s Bank of China.

5. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.



6. **Risk of Loss.** All risk of loss or damage to Goods shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, to a carrier for delivery to Buyer or being made available to Buyer, whichever occurs first. Unless otherwise agreed by Seller in writing, all shipments shall be EX Works the Seller's factory in Changzhou, Jiangsu, China.

7. **Delivery.** All shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Seller so chooses, extend the date of delivery. Seller shall not be liable for any claim, Loss, expense, or damage of any kind whatsoever for delays in delivery.

8. **Limited Warranties and LIMITATIONS ON WARRANTIES.**

Unless otherwise provided with the particular Goods, Seller warrants to Buyer that the Amarillo Right Angle Fan Drive, Amarillo Parallel Shaft Gear Drive, and the Amarillo Gear Composite Drive Shaft (whether new or renewed) will be free from defects in material and workmanship for a period ending on the earlier to occur twelve months from the date of installation or eighteen months from the date of shipment from Seller's factory. Seller warrants to Buyer that the Amarillo Right Angle Pump Drive (new) will be free from defects in material and workmanship for a period ending on the earlier to occur of twenty four months from date of installation or thirty months from date of shipment from Seller's factory. All other products will be free from defects in material and workmanship for a period ending 12 months from ship date. This Limited Warranty shall be void if the Goods are not installed, operated, serviced and maintained in accordance with Seller's published instructions for the Goods in effect from time to time or if transmitted loads are not within the published limits for the Goods. In addition, this Limited Warranty shall be void if the Goods are in any way subjected to: (i) improper storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; or (iv) repair or modification by Buyer or any third party without the prior written consent of Seller. Any contract created between the Seller and Buyer is subject to the specific condition that Seller is not obligated to provide insurance, defend and/or indemnify any person or entity other than as provided in Section 12 and that there are no flow-downs from the federal government that become part of the contract.

With respect to any defect in material or workmanship covered by this Limited Warranty, if Buyer notifies Seller of such defect in writing within the warranty period, Seller will, at its sole option, (i) with respect to New Goods, either repair or replace any such defective Goods or part thereof, or (ii) with respect to Renewed Goods, repair or re-perform the defective services or part thereof. This shall be Buyer's exclusive remedy. If no claims made within the warranty period, the products and services shall be regarded as complying with the contract requirements. Before returning any Goods or part hereunder, Buyer must contact Seller for a Return Goods Authorization number and to arrange for transportation. Seller will not pay any transportation costs incurred without its prior written approval. If any loss or extra cost occurred due to the above actions, the Seller reserve the right to claim from the Buyer.

In no event will Seller be liable, whether in tort, contract or otherwise, for any bodily injury, death, or property damage resulting from or in any way arising out of any Goods or their sale, use, renewal or manufacture. Seller shall not be liable for any costs for removal, shipping or re-installation of the Goods. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY**



INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES OR EXPENSES.

No change in any provision in this Limited Warranty may be made without the prior written agreement of an authorized officer of Seller.

THIS IS THE SELLER'S ONLY WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER.

9. **Claims.** Buyer agrees to inspect Goods upon arrival. If any Goods received by Buyer are damaged, or if the quantities received by Buyer do not agree with the quantities indicated on the shipping documents, and if Buyer intends to assert any claim against Seller on this account, Buyer shall mark an exception on its receipt to the carrier and shall, within fifteen (15) days after receipt of such Goods, furnish Seller detailed written information as to any damage or shortage. Buyer shall advise Seller in writing promptly after receipt of any Goods, and in no event not later than thirty (30) days after such receipt of any claim Buyer may have against Seller with respect to such Goods. Failure to give written notice during the foregoing periods will constitute satisfactory shipment by Seller and Buyer's irrevocable acceptance of all Goods. If Buyer has any claims with respect to any Goods, Buyer shall afford Seller a reasonable opportunity to inspect such Goods. Any action arising from or relating to these Terms and Conditions or the Goods must be commenced by Buyer within the applicable Limited Warranty Period, and no such action may be maintained which is not commenced within such period.

10. **Returns.** Goods may not be returned without prior written authorization of Seller. Requests to return Goods must be made within 30 days after receipt of Goods by Buyer. Returns are authorized at Seller's discretion. Goods must be in new condition and able to be returned to stock without further repair or refurbishment. All Goods returned hereunder must be shipped to Seller prepaid. Renewed Goods are not returnable and Goods that are made to order, discontinued or custom products are not returnable for credit. All returns must show the return goods authorization number on the packages. Seller reserves the right to establish a restocking fee not to exceed 100% of the value of the Goods.

11. **Tools, Dies and Fixtures.** Unless otherwise expressly set forth in writing by Seller, any tools, dies or fixtures which may be used, developed or acquired for use in the production of the Goods shall be owned by Seller even though Buyer may be charged in whole or part for the cost of such tools, dies and/or fixtures.

12. **Indemnification.** Buyer shall defend, indemnify and hold Seller, its affiliates and their respective representatives, agents, employees, successors and assigns harmless from and against all claims, suits, demands, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses"), including death or injury, arising out of or relating to (a) Buyer provided specifications, structure, operation, material, method of manufacture or other directions including, without limitation, any resulting violation of intellectual or proprietary rights; (b) accident, damage or Buyer's use, abuse, misuse; (c) Buyer's non-compliance with any federal, state, or local law or regulation; (d) Buyer's breach of these Terms and Conditions; and (e) Goods being subjected to, in whole or part: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods; or (v) any use or application other than or varying in any degree from Seller's instructions or that for which the Goods were designed.



13. **Patents.** Except with respect to Renewed Goods and Goods manufactured in accordance with Buyer provided specifications, structure, operation, material, method of manufacture or other directions and except for Goods or components thereof manufactured by others and resold by Seller, and provided Buyer has made all payments due hereunder, Seller shall defend, at its expense, any suit or proceeding brought against Buyer based upon any claim that the New Goods or any part thereof infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs awarded therein against Buyer, provided that Seller is notified promptly in writing of such claim and is given full authority, information and assistance by Buyer to defend or settle the suit. If the Goods or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the depreciated purchase price for them.

14. **Force Majeure.** Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency (such as war, flood, fire, earthquake, storm, snow, government policy or law, other government actions, etc) beyond its reasonable control.

15. **Termination.** Seller shall have the right to terminate the agreement formed by these Terms and Conditions or to cease work hereunder, in whole or in part, at any time, if (i) Buyer is in default of or commits a breach of any of the provisions of these Terms and Conditions or any other agreement it has with Seller; (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit of creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller has any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance of its ability to perform within ten days, or such other period of time designated by Seller, after written request therefor by Seller.

Seller's right to terminate under this section is not an exclusive remedy. Seller shall be entitled to all other rights and remedies it may either at law or in equity. No termination hereunder shall affect any accrued rights or obligations of either party as of the effective date of such termination.

16. **Storage.** In absence of agreed shipping dates, Seller shall have the right to invoice Buyer and ship the Goods once they are ready for shipment. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date or as provided in the prior sentence, Seller may, at its option, place the Goods in storage and bill Buyer for the storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period.

17. **Waiver.** Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation or of any other obligation of Buyer hereunder. No delay or omission by Seller in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

18. **Amendment:** Any attempt by Buyer to modify, supersede, supplement or otherwise alter these Terms and Conditions will not modify these Terms and Conditions or be binding on Seller unless such change has been approved in a signed writing by Seller which expressly states that these Terms and Conditions are modified, superseded, supplemented or otherwise altered.



19. **Confidentiality**: All non-public, confidential or proprietary information of Seller is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by Seller in writing.

20. **Miscellaneous**. Buyer shall not assign any of its rights or obligations hereunder without Seller's prior written consent. Provisions which by their nature should survive will remain in force after any termination or expiration. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China without regard to any rules on conflicts of laws. Buyer hereby consents to personal jurisdiction in the State of Texas. The section headings contained herein are not part of these Terms and Conditions and are included solely for the convenience of the parties.