



## SALES TERMS AND CONDITIONS 銷售條款及條件

**Samson Electric Wire Company Limited / Sun Shine Electrical Company Limited / Sun Shine Electric Wire and Cable (Shenzhen) Company Limited** shall hereafter be referred to as the "Vendor". The Company to whom the vendor is selling the goods shall hereafter be referred to as the "Purchaser".

下列的銷售條款及條件適用於由 信誠電線有限公司 / 昇輝電業有限公司 / 升輝电线电缆 (深圳) 有限公司「賣方」銷售予採購商「買方」的產品。買方特此同意根據本條款及條件購買產品。

### 1. Title and Risk 擁有權及風險

The risk in the goods shall pass from the vendor to the purchaser upon delivery of such goods to the purchaser, however, notwithstanding delivery and the passing of risk in the goods, Title and property in the goods, including full legal and beneficial ownership, shall not pass to the purchaser until the vendor has received in cash or cleared funds payment in full.

產品之損毀及損失風險在賣方交付產品時轉移予買方。然而，在賣方交付產品予買方後但在買方支付產品的售價予賣方前，該等產品之擁有權仍屬於賣方所有。

### 2. Confirmation 確認

Any order forms, price-list, quotation and communications cannot be considered as offers and are provided without any commitment from vendor, unless otherwise explicitly agreed in signed sales confirmation by purchaser.

任何訂單、價目表、報價單和通訊均不能視為確認。供應商不構成承諾，直至買方確認及簽署銷售確認書，雙方開始履行約定。

### 3. Payment 付款

Payment of invoices must be made by the due date shown on the invoice. Any variation to these terms must be agreed by the vendor in writing. No further goods may be dispatched until payment has been made on outstanding invoices. Non-payment of outstanding invoices within the agreed term will render the whole of the account due & payable.

Any demand for, or the recovery of, the goods (or documents) by the vendor shall not in itself discharge either the purchaser's liability to pay the whole of the price and take delivery of the goods or the vendor's right to sue for the whole of the price of the goods.

除非買方得到賣方事先的書面同意，買方須按照賣方發票上的付款日期支付產品賬項。如買方逾期付款，賣方有權立即停止出貨並宣告在到期日時未償付之金額將立即到期，買方需一次償付。

### 4. Delivery 交付

The time and/or date given for delivery by the vendor are given as accurately as possible. The vendor will not accept any liability in respect of quoted delivery times for non-delivery or delays in shipment of any kind. Time of delivery shall not be of the essence of the contract.

賣方盡可能提供準確的產品交付時間，賣方無須就任何超出合理控制下之原因而延誤交付產品所負責，訂單的交付條件不以時間作為要素。

### 5. Return 退貨

No goods may be returned for credit by the purchaser without the prior consent of the vendor. Handling charges may be applied by the vendor for any goods accepted for credit by the vendor where the goods were supplied correctly in accordance with the order as placed by the purchaser.

除非買方得到賣方事先的書面同意，買方不得自行退貨或扣除賬項。退貨數量必須與訂單一致。賣方保留收取退貨手續費的權利。

### 6. Cancellation 終止

The vendor will not accept order cancellation from the purchaser without prior agreement in writing. Cancelled orders may be liable to cancellation charges to cover the cost of goods (or services) bought or committed and work done.

未經賣方書面事先同意，買方不得單方變更或終止訂單。賣方有權向買方收取就變更或終止訂單所引起的一切費用。

## **7. Dimension and weights 尺寸和重量**

The dimension and weight given by the vendor are approximate only and therefore not binding to the vendor. The goods comply with international standards and the purchaser has to take into account a normal margin of 1% with respect to length and 5% with respect to weight.

Specifications for goods provided by the vendor are given in good faith and to the best of the vendor's knowledge and therefore do not constitute a guarantee. Any liability arising from goods incorrectly specified by the vendor will be limited to replacement of goods up to the value of the goods originally supplied.

賣方所提供之產品尺寸和重量是為一般說明並不構成保證或表示產品符合上述說明中的情況。參考國際標準，買方接受正常的長度誤差率 1%，重量誤差率 5%。

賣方所提供之所有產品說明、圖示、細目、規格、性能資料和其他資訊，其目的僅在提供產品的一般說明，並不構成保證或表示產品符合上述說明中的情況。賣方責任僅限於產品修正或更換，相關金額不得超出買賣雙方所接受的產品售價。

## **8. Compensation 賠償及責任限制**

Under no circumstances will the vendor accept any liability for consequential damage/loss caused by goods supplied by the vendor. Any replacement/compensation will be limited to the value of the goods originally supplied and subject to vendor's absolute discretion.

在任何情況下，賣方對於本銷售產品的責任，無論如何不得超出買賣雙方所接受的產品售價。對於產品所造成的任何間接、特殊或附帶引起之損失，賣方概不承擔責任。賣方對於計算責任及賠償擁有絕對的酌情決定權。

## **9. Guarantee 保證**

The vendor guarantees that the goods supplied have been manufactured out of materials of good quality and with good workmanship. However, in the event of defects appearing in the goods supplied by the vendor under proper use within 12 months from the date of their actual delivery, the vendor shall supply free of charge replacements for such goods. Any other liability is excluded. In consequence the vendor shall not be liable for any consequential damage whatsoever.

如在適當及正常使用過程中發現已售產品的工藝或材料瑕疵，賣方提供于送運之日起十二個月的保質期。賣方對於任何已售產品瑕疵的責任，僅限於產品修正或更換。在任何情況下，對於任何間接、特殊或相應損害，賣方概不承擔責任。

*12 January 2023*

*二零二三年一月十二日*

\* 如英文版本與中文版本有差異，則以英文版本為準。