

# GENERAL TERMS AND CONDITIONS OF PURCHASE of BizLink Technology (Changzhou) Ltd.

(last updated 07/2017)

## 贸联电子（常州）有限公司一般采购条款（最后更新于2017年7月）

### 1. Area of application

#### 适用范围

- 1.1 These General Terms and Conditions of Purchase apply to all agreements, contractual declarations, goods supplied to and services performed for BizLink Technology (Changzhou) Ltd.(hereinafter "BizLink") unless expressly agreed otherwise. These General Terms and Conditions of Purchase shall also apply to all future goods supplied, services performed or orders issued to BizLink, even if they are not agreed separately once again. These Conditions do not, however, apply to business to consumer contracts.

除非另有明确约定，本一般采购条款适用于所有的协议、合同声明、向贸联电子（常州）有限公司（以下简称“贸联”）提供的货物和服务。即使没有再次单独约定，本一般购买条款也适用于所有将来向贸联提供的货物、服务或发出的订单。但是，本条款不适用于消费者合同的业务。

- 1.2 The supplier's terms and conditions of business are not applicable, even if BizLink has in individual instances not specifically objected to their application. Even if we do refer to a document that contains or makes references to the supplier's terms and conditions of business or those of a third party, this does not constitute agreement to said terms and conditions being applicable. The same applies to acceptance of goods or payments.

即使在个别情况下，贸联没有明确地反对，也不得适用卖方的商业条款。即使我们引述包含或提及卖方的商业条款的文件或者第三方的文件，也不构成适用上述条款的约定。同样的情形也适用于收取货物和付款。

### 2. Conclusion of contract

#### 合同的订立

- 2.1 Supply contracts (order placement and acceptance) must be concluded in writing. So far as understandings and agreements were reached in other form in individual cases, these must be confirmed in detail and in writing without delay. The supplier's offer must correspond with BizLink's enquiry or contain specific mention of any modification. Supplier's offers shall be free of charge to BizLink.

供应合同（下达的订单和承诺）必须以书面形式订立。如果在个别情形下，双方以其他的形式达成了谅解和一致意见，必须毫不迟延地做出详细的书面确认。卖方的要约必须和贸联公司的询问一致，或者明确指出任何修改的部分。卖方向贸联发出要约应该是免费的。

- 2.2 BizLink considers itself bound to an order for one week. Delivery call-offs become binding when the supplier has not objected at the latest one week after receiving it.

贸联认为订单在一周内对其具有约束力。如果卖方在收到送货通知后最近的一周内没有提出反对，则送货通知具有约束力。

- 2.3 Before delivery is made, BizLink shall have the right to request changes with respect to the delivery item, quantity and version provided such request is not unreasonable with respect to the supplier's interest. If such change has impacts on costs or time schedules the parties shall reach a suitable arrangement. Deliveries can also always be called off by means of remote data transmission.

在交付之前，贸联有权要求对交付的物品、数量和版本做出变更，只要该变更就卖方利益而言是合理的。如果该变更对成本或日常安排造成了影响，双方应达成一个适当的安排。交付可以通过远程数据传输的方式撤销。

### 3. Prices and payment terms

#### 价格和付款

- 3.1 The prices quoted in the order are binding and are in each instance understood to be subject to addition of the statutory value added tax and/or Business Tax. They shall include all of the supplier's ancillary services, in particular packaging and shipping free to BizLink's business location or agreed location, provided there is no specific agreement otherwise in writing.

所有在订单中的报价都是具有约束力的，在所有情形下应被认为包含了法定的增值税和/或营业税。如果没有以书面的形式另行做出具体约定，则价格应包括卖方所有附加的服务，特别是免费包装并运输到贸联的经营地点或约定的地点。

- 3.2 Invoices will be paid by BizLink after delivery and receipt of invoice as follows: net within 60 days, at a 2% discount within 40 days and at a 3% discount within 21 days. In each case these periods begin upon receipt of invoice ("Fapiao").

贸联在交付完成并收到发票后进行如下付款：贸联在60天内付款的，按净额支付；在40天内付款的，享受2%的折扣；在21天内付款的，享受3%的折扣。在任一情形下，期限从发票收到日起计算。

- 3.3 Suppliers are entitled to off-setting or retention only if their counterclaims are found to be either uncontested or have been finally and non-appealably established. The supplier's right of retention is limited to claims pertaining to the respective, specific contract. Receivables from BizLink cannot be assigned to or collected by third parties.

除非卖方提出的反索赔是无争议的或最终的不可向上申诉的，卖方才有权利抵销或留置。卖方的留置权限于与单个的具体合同有关的债权。应由贸联支付的应收款不得转让给第三方或由第三方收取。

### 4. Consignments, delivery times and passing of risk

#### 发货、交付时间和风险转移

- 4.1 Goods must be supplied to and services performed at BizLink's business location in the supplier's own right or from the supplier's own production. Partial shipment or service performance as well as the involvement of subcontractors is not permitted without BizLink's prior written consent.

卖方必须供应自己生产的产品至贸联经营地点，并且在贸联的经营地点亲自提供服务。除非贸联事先书面同意，不允许分批装运、分次提供服务或由分包商提供货物或服务。

- 4.2 For goods shipments the supplier shall send BizLink a single-copy shipping advice to notify of the delivery to the order address.

对于装运货物，卖方应当向贸联发送一份单独的告知交付至指定地点的装运通知。

- 4.3 The delivery time stated in the order counts from the date of the order and is binding. It is fulfilled when the goods are received at BizLink or at a delivery location stipulated by BizLink; in the case of work performed on the day of acceptance. In the event of delay BizLink shall be entitled, reserving the right to prove higher costs, to demand a flat charge for the loss / additional expense incurred as a result of the delayed shipment or service amounting to 25% of the contract sum. The supplier is free to prove the absence of or a smaller loss. BizLink reserves the right to prove greater loss and to claim for it.

订单中注明的交付时间从订单下达之日起计算，并且具有约束力。如果交付在验收日进行，则在贸联或者贸联规定的交付地点收取了货物，即为交付完成。如果发生了迟延，对于因延迟装运或提供服务所造成的损失/额外费用，贸联有权要求支付一笔相当于合同价款的25%的固定费用，但保留证明更高费用的权利。卖方可以证明没有损失，或损失较少。贸联保留证明更大的损失并主张赔偿的权利。

- 4.4 If the supplier does not deliver the goods or perform the service within the agreed time, BizLink can give an extension of 14 days. BizLink is in this case entitled, following fruitless expiry of the deadline, to withdraw from the contract by written declaration and to claim for damages in lieu of the goods or service. BizLink is entitled to make such claim for damages in lump-sum form. Lump-sum damages shall in such a case amount to 30% of the contract amount, with claims already made according to Section 4.3 above taken into account as the case may be. The supplier is free to prove that damage or decrease in value has not occurred or is less than the lump-sum. BizLink reserves the right to prove greater loss and to claim for it.

如果卖方没有在约定的时间内交付货物或提供服务，贸联可以给予14天的延长期间。在这种情形下，如果在该期限结束时卖方仍然没有交付货物或提供服务，贸联有权以书面声明的方式解除合同，并要求赔偿不能交付货物或服务而遭受的损失。贸联有权主张一次性付清的损害赔偿。在这类情形下，一次付清的金额，应将依据上述第4.3条已经提出的索赔考虑在内（如果适用），总计为合同价款的30%。卖方可以证明没有损坏或价值没有减少，或者损坏或损失低于索赔的一次付清的金额。贸联保留证明更大的损失并主张赔偿的权利。

- 4.5 The rights to goods and services pertain exclusively to BizLink.

贸联对货物和服务享有独占的权利。

- 4.6 The risk is transferred regardless of the mode of transport, so far as BizLink does not carry this out itself, when the goods are handed over to BizLink at its business location or at an agreed place of delivery.

不管以何种方式运输，只要不是贸联自己负责运输，则货物在贸联的经营地点或约定的交付地点交付给贸联时，风险转移。

## 5. Retention of title, provision of tools and production resources

### 所有权保留，工具和生产资料的提供

- 5.1 If BizLink provides the supplier with assets, especially tools and production resources, BizLink shall retain title to such items. The supplier will mark such items as BizLink's property accordingly. This property is to be used exclusively for the fulfilment of the contract with BizLink. Any processing or conversion by the supplier is done on BizLink's behalf. In the event of processing or use BizLink shall obtain co-ownership in the new asset in proportion of the value of the asset provided to the other processed items at the time they are processed. The supplier holds the co-ownership for BizLink in trust free of charge.

如果贸联向卖方提供财产，特别是工具和生产资料，贸联对该物品保留所有权。卖方应将把这些物品相应地标记为贸联的财产。该物品只可以用于履行与贸联的合同。卖方的任何加工或改装行为都是代表贸联执行的。在加工或使用的情形下，贸联应有权按比例共同拥有新财产，比例为加工时提供的财产的价值和被加工的其他物品的价值之比。卖方免费代持贸联的共同产权。

- 5.2 In the event of deterioration in the supplier's financial circumstances or a breach by a supplier of their obligations regarding the retention of title as well upon termination of contract, BizLink is entitled to demand return of the provided item.

如果卖方经济情况恶化或者违反了所有权保留的义务或者合同终止，贸联有权要求返还提供的财产。

- 5.3 For the term of the retention of title the supplier is not permitted without BizLink's prior written consent to dispose of the provided item, to mortgage it, to transfer it as collateral, to lease it or to otherwise in any way relinquish or change it where this could impair BizLink's collateral value. The supplier must, if third parties take possession of the assets, in particular seizing them or claiming a contractor's lien, refer to this retention of title and immediately notify BizLink. The supplier shall bear the costs of revocation of seizure and possible recovery of the assets.

在所有权保留期间，如果没有贸联的事先书面同意，卖方不得自行处置贸联提供的物品，将该物品进行抵押，作为质押物转移占有，出租或者以其他的可能会损害贸联附属价值的方式放弃或变更该物品。如果是第三方占有该财产，尤其是扣押该物品或主张承包方的留置权，卖方应当提出所有权保留的抗辩，并立即通知贸联。卖方应当承担因解除扣押和可能的财产取回所发生的费用。

## 6. Confidentiality

### 保密

- 6.1 The supplier undertakes to treat as trade secrets all commercial and technical information that is not in the public domain but of which the supplier becomes aware as a result of the business relationship. Documents, information, samples, templates, drawings, models, tools and other manufacturing equipment that the supplier receives from or out of the sphere of BizLink, remain the property of BizLink. Where something is marked as "confidential" or is evidently, based on other circumstances, a business or trade secret, the supplier must keep this confidential also beyond the termination of the contract and may not – unless this is required to achieve the contract's purpose – either copy, sell or disclose it to third parties without BizLink's consent. This also applies to work by remote data transmission or to products made according to this documentation. Suppliers shall also impose the corresponding obligations on their employees, agents and subcontractors.

卖方承诺将卖方因为和贸联的商业关系而知晓的所有不属于公共领域的商业和技术信息视为商业秘密。卖方从贸联或属于贸联的范围内获得的文件、信息、样品、样本、图纸、模型、工具和其他的生产器具，仍然是贸联的财产。如果某事物被标注为“保密”或者根据其他的情形明显是经营或商业秘密，卖方必须予以保密，该保密义务在合同终止之后仍然有效，在没有得到贸联的同意的情形下，卖方不得--除非是为了实现合同的目的--向第三方复制、出售或披露上述事物。对于通过远程数据传输方式完成的工作或根据远程数据传输文件制作的产品，本条款同样适用。卖方也应当对其雇员、代理人和转包方设定相应的义务。

- 6.2 Models, moulds, patterns, samples, tools and other manufacturing equipment, and likewise confidential information, made available to the supplier by BizLink or paid for in full by BizLink can be used for supplies to third parties only with the prior written consent of BizLink.

只有在获得贸联的事先书面同意之后，才可以将贸联提供给卖方的，或者由贸联全额付款的模型、模具、样品、样本、工具和其他的生产设备，和类似的保密信息，用于向第三方提供货物或服务。

## 7. Quality and documentation

### 质量和文件

- 7.1 Suppliers shall, for their deliveries, adhere to the acknowledged standard of engineering, the safety regulations and the agreed technical data. Changes to the delivered item require BizLink's prior written consent. Regardless of this, suppliers must continuously test the quality of items to be delivered. The parties to the contract shall inform each other on ways to improve quality.  
卖方应当遵照认可的工程标准、安全规定和其他约定的技术数据，提供货物。对交付货物的变更，需要贸联的事先书面同意。尽管如此，卖方必须持续检测要交付的物品的质量。合同双方应当通知对方提供质量的方法。
- 7.2 If the nature and extent of the testing as well as the testing instruments and methods have not been firmly agreed between the supplier and BizLink, BizLink may be prepared upon the supplier's request to discuss, in the context of the former's knowledge, experience and capabilities, the tests with the latter in order to determine the respectively required level of testing technology. Furthermore, BizLink may on request advise the supplier on the pertinent safety regulations.  
如果卖方和贸联对检测的性质和程度以及检测器具和检测方法没有做出明确约定，应卖方之要求，贸联可根据其自己的知识、经验和能力的背景，与卖方一同准备测试，以确定测试技术的相关要求程度。此外，贸联可以在卖方提出要求后，将相关的安全规定告知卖方。
- 7.3 With regard to parts especially marked in the technical documentation or by separate agreement, the supplier must document in special records when, in which form and by whom the supply items were tested with respect to their features subject to mandatory documentation and what the findings of the required quality tests were. The test documentation must – so far as longer safekeeping is not required by law – be kept for fifteen (15) years after the end of production or – in the case of contractually agreed delivery of spare parts – for 15 years after spare parts were supplied and presented on request to BizLink. The supplier shall, so far as legally possible, commit upstream suppliers to the same extent.  
关于在技术文件中或在单独的协议中特别标注的部分，卖方应当在特定的报告中记录在什么时间，以何种方式，由谁根据强制性文件对供应物品的相关特性做出检测，以及所需的质量检测结果。检测文件必须——如果法律上没有对保存做出更长时间的要求——在生产结束之后保存十五（15）年或者——如果合同约定交付备件——在提出要求后，将备件供应并提供给贸联之后的15年。只要在法律上是可行的，卖方应当使上游的供应方承担同样的义务。
- 7.4 As far as authorities or clients of BizLink demand inspection of the manufacturing process and disclosure of the test records of BizLink in order to recheck certain requirements, the supplier shall, upon request of BizLink, grant such authorities or clients the same rights on its site as these have with BizLink and provide all reasonable support in doing so.  
如果为了重新确认某些要求，贸联的代表或者客户要求视察生产过程，并获取贸联的测试记录，卖方应当在贸联提出要求之后，授予贸联的代表或者客户在其场所享有同贸联相同的权利，并在执行中提供所有合理的支持

## 8. Property rights

### 财产权利

- 8.1 The supplier shall be liable for claims concerning infringement of industrial property rights and industrial property right applications resulting from contractual use of the supplied products, if at least one of such industrial property rights of the same family of industrial property rights is published in the home country of the supplier, by the European Patents Office or in one of the following states: Federal Republic of Germany, France, United Kingdom, Austria or the United States of America. The supplier shall also be liable for claims concerning infringement of copyrights  
根据合同使用所供应的产品侵犯了工业产权或工业产权申请权，如果同一工业产权类别下至少一个工业产权由欧洲专利局在卖方所在国公布或者在下述国家公布：德意志联邦共和国、法国、英国、奥地利或美国，卖方应当承担责任。侵犯著作权的，卖方也应当承担责任。
- 8.2 The supplier shall indemnify BizLink and its customers from all claims deriving from application of said copyrights and/or property rights.  
对于上述著作权和/或财产权利申请有关的索赔，卖方应当对贸联及其客户予以赔偿。
- 8.3 This provision shall not be applicable if and to the extent the supplier has manufactured the supplied products in accordance with drawings, designs or other equivalent descriptions or specifications supplied by BizLink and does not know or is not required to know that manufacturing such products would result in an infringement of third party's copyrights and/or property rights.  
如果卖方供应的产品是根据贸联提供的图纸、设计或其他同样的说明或规格所生产的，并且卖方不知道或者不需要知道生产该产品将会侵犯第三方的著作权和/或财产权利，则本条款不予适用。
- 8.4 The parties undertake to notify each other immediately of any risk of infringement and any alleged case of infringement and to give themselves the opportunity to take joint action in response to any ensuing claims.  
合同方承诺立即告知对方侵权的风险以及任何涉嫌侵权的案件，以便双方共同采取行动应对将要发生的索赔。
- 8.5 At the request of BizLink, the supplier shall notify BizLink in writing of the use of its own and licensed third party published and unpublished industrial property rights and industrial property right applications for the supplied product.  
如果贸联提出要求，卖方应当将使用自己所有的或者经许可的第三方的公布和未公布的工业产权的情形和对供应产品的工业产权申请，以书面的形式告知贸联。

## 9. Liability for defects

### 缺陷责任

- 9.1 BizLink undertakes to examine the goods/services within a reasonable period of time after their receipt for any obvious deviation in quality or quantity. Furthermore, BizLink shall notify the supplier of any obvious deviations in quantity or quality detected thereby within a reasonable period of time after their detection. The supplier herein agrees that the warranty period for the goods and services is 36 months dated from the time of delivery pursuant to Section 4.6 above. The supplier herein further agrees that the warranty period for goods and services which are destined for use in motor vehicles is 36 months after the vehicle is first registered or spare parts are installed, however maximum 48 months from delivery to BizLink pursuant to Section 4.6 above. If the applicable statutory provisions provide for a longer warranty period, than the statutory warranty period shall be applied instead of the warranty period set out in this Section 9.1. During the warranty period, defects, including non-obvious deviation in quality or quantity, shall be notified by BizLink to the Supplier within ten (10) working days after their discovery.

贸联承诺在收到货物的合理期限内，检测货物/服务在质量或数量方面是否存在明显的偏差。此外，贸联应当在检测出质量或数量方面存在的明显偏差之后的合理期限内，将该偏差通知给卖方。卖方在此同意货物和服务的保证期限为依据第4.6条交付之后的36个月。并且卖方在此同意，对于用于汽车的货物和服务，其保证期限为车辆首次登记或备件被安装之后的36个月，但是根据第4.6条，从交付给贸联起计算，最长不超过48个月。如果适用的法律规定了一段更长的保证期限，则应当适用法律规定的保证期限，而不是第9.1条所规定的保证期限。在保证期限内，贸联应当在发现缺陷，包括在质量或数量方面不明显的偏差之后的十（10）个工作日内将该缺陷告知卖方。

- 9.2 The supplier shall also have opportunity to remedy defects or replace the defective goods in case of defects found before production begins (machining or installation) unless this is unreasonable for BizLink. If the supplier is not able to remedy or replace the defective goods or does not act accordingly without delay, BizLink can to that extent withdraw from the contract without any further notice as well as return the goods at the supplier's risk. In urgent cases BizLink is entitled, after consultation with the supplier, at the supplier's expense to remove defects itself or to have this done by third parties. The right to compensation for damages remains unaffected. If the same goods are repeatedly defective, BizLink is entitled, after issuing written warning of a further deficient delivery, to also withdraw from further contracts not yet fulfilled and also to that extent to demand compensation for non-performance. This does not affect assertion of further claims for damages.

除非对贸联来说不合理，如果缺陷是在生产开始（操作或安装）之前发现的，卖方应当有机会对缺陷货物予以修补或更换。如果卖方无法修补或更换缺陷货物或者没有毫不延迟地做出相应的修补或更换，贸联可以在不发出任何进一步通知的情况下在此程度范围内解除合同，并退还货物，由卖方承担退货风险。在紧急的情况下，贸联有权在和卖方商议之后，由卖方承担费用，由贸联或者由第三方排除缺陷。但这不影响损害赔偿的权利。如果同一货物反复出现瑕疵，贸联有权在发出再次交付缺陷货物的书面警告之后，解除尚未履行部分的合同，并且要求未履行合同范围内的损害赔偿。但是这不影响做出进一步损害赔偿的主张。

- 9.3 The supplier shall support BizLink free of charge in defending all claims pertaining to product or manufacturer liability and shall indemnify BizLink against these as well as all costs of defending such claims in so far as the claim is based on a product or a product component. In the event of partial cause, such indemnity shall be in proportion to the cause.

卖方应当无偿支持贸联对于有关产品责任或生产者责任的索赔进行抗辩，只要是基于产品或产品部件的索赔，卖方应当赔偿贸联，以及赔偿贸联因抗辩该索赔而产生的所有费用。如果是部分原因造成，则根据原因力的大小比例予以赔偿。

- 9.4 The supplier cannot claim for damages unless such damage arises from injury to life, body or health for which BizLink is responsible or such damage due to gross negligence or wilful breach of duty on the part of BizLink, its legal representatives or vicarious agents or is due to fraudulent conduct. In the case of a slightly negligent breach of a contractual obligation, fulfilment of which is the prerequisite for proper contract performance and adherence to which the contracting parties can normally rely upon, any claims for damages shall be limited to the predictable damage typically to be expected for this type of contract.

除非损害是因为对生命、身体或健康的伤害所产生的，并且贸联对该伤害负有责任，或者损害是由于贸联、其法定代表或代理人的重大过失或故意违约所造成的，或者损害是由于欺诈行为所造成的，否则卖方不得向贸联要求损害赔偿。如果是因为轻微过失违反合同义务，而该义务的履行是适当履行合同的必要的条件，且该义务的履行是合同方通常可以信赖的，则对损害的索赔应当限于贸联在该类合同中通常可以预见的赔偿范围内。

- 9.5 The supplier shall be liable in proportion to responsibility for the cause for measures taken by BizLink to prevent damage (e.g. product recalls).

对于贸联为防止损害采取的措施，卖方应当根据对事故原因的责任比例承担责任。（例如：产品召回）。

## 10. Social responsibility

### 社会责任

- 10.1 For BizLink it is of essential importance that social responsibility be taken into account in the context of supply relationships and in the course of commercial activity. This applies equally with regard to BizLink's own employees, employees of contracting partners and suppliers as well as society as a whole. Accordingly, BizLink has issued a Declaration on Social Rights and Industrial Relations at BizLink (BizLink Social Charter). Regardless of this, however, it must be the stated objective for BizLink and its supplier to observe and act in accordance with the principles of the UN Global Compact (Davos, 01/99).

贸联非常重视在供应关系背景下和在商业活动过程中的社会责任。这对贸联自己的员工，承包方的员工、卖方及其整个社会同样适用。因此，贸联发布了关于贸联社会权利和产业关系的宣言（贸联社会宪章）。尽管如此，但是，遵守和实施联合国全球契约（达沃斯，01/99）的原则必须是贸联和卖方声明的目标。

- 10.2 The following principles are particularly important: respect of human dignity and human rights, prohibition of child labour, prohibition of forced labour, prohibition of discrimination, observance of the freedom of association and the pertinent national standards on remuneration, working hours as well as on health and safety, protection of the environment and combating corruption.

下述的原则尤其重要：尊重人类尊严和人权的，禁止使用童工，禁止强迫劳动，禁止歧视，支持结社自由，遵守有关报酬、工作时间、健康和环境方面的相关国家标准，保护环境，反对腐败。

- 10.3 Any serious violation or repeated violation by the supplier of the principles set out in 10.2 shall make it impossible for BizLink to continue the supply relationship. In such a case, BizLink shall be entitled to terminate both individual contracts and master agreements with the supplier without notice for serious reason.

如果卖方严重违反或屡次违反上述第10.2条所列出的原则，贸联将无法继续维持供应关系。在这样的情况下，贸联有权在没有给出通知的情况下，因严重的原因终止和卖方的单个合同和主协议。

## 11. Right of withdrawal

### 解除的权利

If a petition for insolvency is filed against the supplier's assets or application is made for out-of-court settlement proceedings or the supplier is no longer capable, due to worsened financial circumstances, of proper contract fulfilment, BizLink shall be entitled after having unsuccessfully set a deadline for the goods to be supplied or the service to be performed to withdraw from the unfulfilled part of the contract.

如果出现对卖方的财产提出破产申请，或者出现了庭外和解的申请，或者卖方因为恶化的经济情况，卖方不再有能力适当履行合同，贸联有权在设定的交付货物或提供服务的截止日期无果之后，解除合同未履行完的部分。

## 12. Place of performance, place of jurisdiction, arbitration

### 履行地点，管辖地，仲裁

12.1 The place of performance, including for liabilities from bills of exchange, shall be the registered office of BizLink.

履行地，包括汇票项下的义务，为贸联登记的办公地址。

12.2 Any difference, dispute, controversy or claim arising out of or relating from any provision herein or on the making and validity of this contract and any breach thereof including actions arising from bills of exchange or cheques shall be settled by arbitration to be held by China International Economic and Trade Arbitration Commission ("CIETAC") in Shanghai, in accordance with its arbitration Rules by three (3) arbitrators in accordance with the said Rules. Each Party shall nominate one (1) arbitrator. The third arbitrator, who will act as chairman of the Arbitral Tribunal and who must be a lawyer, shall be appointed by the other arbitrators. The language of the arbitration shall be English. The arbitration shall be final and binding upon the parties. The place of arbitration shall be Shanghai and the place of oral hearing shall be the registered office of BizLink.

因本条款产生的或与本条款有关的，或者有关本合同的制定、效力，以及有关违约的任何分歧、纠纷、争议或索赔，包括因汇票或支票产生的索赔，应当由中国国际经济贸易仲裁委员会（“贸仲委”）按照该会的仲裁规则，由三名仲裁员在上海进行仲裁解决。双方各指定一（1）名仲裁员。第三名仲裁员，即本仲裁庭的首席仲裁员，必须是一位律师，应由其他的仲裁员选定。仲裁语言应为英语。仲裁裁决结果是终局的，对双方均有约束力。仲裁地点在上海，开庭审理的地点为贸联登记的办公地点。

## 13. Choice of law

### 法律的选择

The law of the People's Republic of China shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall be excluded.

排他地适用中华人民共和国法律。1980年4月11日的联合国国际货物销售合同公约在此不适用。

## 14. Miscellaneous

### 其他规定

14.1 Assignments of any of the supplier's rights and duties under the contract concluded with BizLink shall require the written consent of BizLink to be valid. This does not apply in matters relating to claims for payments.

与贸联签署的合同项下的卖方任何的权利和义务的转让，都需要贸联的书面同意才有效。但这不适用于有关付款主张的事项。

14.2 If one of the provisions of these Terms and Conditions and of additional agreements reached is or becomes null or void, this shall not affect the validity of the other provisions and the contract.

如果本条款或达成的其他额外协议的任一规定被认定为或变为无效，不影响其他规定和合同的有效性。