



OFFICINE MARIO DORIN SINCE 1918
DORIN
INNOVATION

都凌压缩机（嘉兴）有限公司
Dorin Compressor (Jiaxing) Co., Ltd

GENERAL CONDITIONS OF SUPPLY



0

DORIN COMPRESSOR (JIAXING) CO., LTD.
Tax Identification Number: 913304210942198891
Address: 1st Floor of 4th Building, No. 166 Kapa Road, Dayun, 314113
Jiashan, Zhejiang Province, CN
ZIP: 314113
Tel: 0086-573-84681116

都凌压缩机（嘉兴）有限公司
纳税人识别号: 913304210942198891
开票地址: 浙江省嘉善县大云镇卡帕路 166 号 4 幢一层
邮政编码: 314113
电话: 0573-84681116



Content 目录

1. Applicability of these General Conditions	2
本通用条款的适用性	2
2. Contract Formation – Acceptance of Orders	2
合同成立 – 接受订单	2
3. Product Prices	5
产品价格	5
4. Delivery – Risk of Loss - Transfer of Title	6
交付-丢失风险-货物转移	6
5. Time of delivery – Partial delivery – Pre-delivery performance testing	8
交货时间 - 部分交货 - 交付前性能测试	8
6. Payment	9
付款条件	9
7. Warranty	11
质量保证	11
8. Earlier Termination	13
提前终止合同	13
9. Know How and Confidential Information	14
专利技术与保密信息	14
10. Trademarks and Other Intellectual Property Rights	15
商标和其他知识产权	15
11. Force Majeure and Limitation of Liability	16
不可抗力 and 责任限制	16
12. Applicable Law – Competent Court – Language	17
适用法律 - 主管法院 - 语言	17



1. Applicability of these General Conditions

本通用条款的适用性

- 1.1. Except as otherwise expressly agreed in writing by DORIN COMPRESSOR (JIAXING) CO., LTD. ("DORIN"), these general conditions (the "General Conditions") apply to all contracts for the supply by DORIN, in China and/or abroad, of products designed, manufactured and/or sold by DORIN, as well as components thereof, accessories and/or spare parts therefor (the "Products"), to purchasing businesses (the "Purchaser/s"). These General Conditions constitute an integral part of all contracts entered into with DORIN. All offers, order confirmations, deliveries and invoices from DORIN shall be deemed to have been made on the basis of these General Conditions, except as otherwise agreed in writing by DORIN.

除都凌压缩机（嘉兴）有限公司（“DORIN”）另有书面明确约定，本通用条款（“通用条款”）适用于 DORIN 在中国和/或国外供应给购买企业（“买方”）的由 DORIN 设计、制造和/或销售的产品、组件及其配件和备件（“产品”）的所有合同。本通用条款将与 DORIN 签订的所有合同组成一个整体。除 DORIN 另有书面约定，DORIN 的所有报价、订单确认、交付和发票均视为已根据本通用条款执行。

- 1.2. By issuing the purchase order and/or accepting the Products supplied by DORIN, the Purchaser shall be deemed to have agreed on accepting and since contract formation pursuant to article 2.1 below be bound by these General Conditions even if Purchaser doesn't sign this GENERAL CONDITIONS OF SUPPLY. These General Conditions shall be deemed to have been accepted by the Purchaser even if they differ from any general or special conditions of purchase of the Purchaser. The latter shall not be binding on DORIN in any way unless DORIN expressly accepts them in writing.

一旦下达采购订单和/或接受 DORIN 提供的产品，即使买方未签署本供货通用条款，也视为买方同意接受本供货通用条款并自根据下文第 2.1 条合同成立时受其约束。即使此通用条款与买方的任何一般或特殊购买条件不同，也应视为已被买方接受。除非 DORIN 以书面形式明确接受，否则买方的任何一般或特殊购买条件在任何方面对 DORIN 都不具有约束力。

2. Contract Formation – Acceptance of Orders

合同成立 – 接受订单

- 2.1. Each contract shall be deemed to have been concluded at the time the Purchaser receives from DORIN written confirmation of the order placed by the Purchaser, which order DORIN reserves the right to accept or reject.



However, if the Purchaser receives from DORIN a written order confirmation containing terms and conditions different from those in the order, the contract will be deemed concluded 3 (three) working days following the Purchaser's receipt of said order confirmation, if the Purchaser has made no written objection thereto to DORIN. In the absence of written confirmation of the order by DORIN, the contract shall be deemed concluded, in any case, at the time the Products are delivered to the Purchaser, in accordance with the agreed commercial term, at the latest.

当买方从 DORIN 处收到其对买方订单的书面确认时，视为双方的合同已成立，但 DORIN 对买方订单保留接受或者拒绝的权利。但是，若买方从 DORIN 处收到的书面确认中包含不同于买方订单的条款条件时，而买方对 DORIN 未提出异议，双方的合同自买方收到该书面确认文件后的第 3 (三) 个工作日成立。如 DORIN 对订单无书面确认，无论如何，双方的合同最迟于根据约定的商业条款将产品交付于买方时成立。

- 2.2. The offers made by DORIN to the Purchaser, if any, shall remain in force only for the period of time indicated therein and, when that period has elapsed, the offers shall expire without any need for revocation thereof. If not otherwise expressly indicated, the offer shall be deemed to remain in force for 60 (sixty) days from the date on which the offer is issued. The delivery times (or dates) indicated by DORIN in the offer are for reference purposes only and are not binding on DORIN.

DORIN 向买方作出的报价单（如有）仅在其中指明的期限内有效，并且在该期限届满后，报价单将自动失效，且无需有撤销动作。如果没有另行明确说明，报价单应被视为自出具之日起 60 (六十) 天内有效。DORIN 在报价中指明的交货时间（或日期）仅供参考，对 DORIN 不具有约束力。

- 2.3. Purchase orders which have been confirmed by DORIN may in no event be changed or cancelled by the Purchaser; any changes to or cancellations of the orders shall be effective only if previously authorized or subsequently accepted, in writing, by DORIN. It is understood that, in any case, if an order is cancelled and DORIN accepts the cancellation, DORIN shall charge the Purchaser a penalty equal to at least 30% (thirty percent) of the aggregate amount of the cancelled order, without prejudice to DORIN's right to recover any additional damages actually suffered by DORIN.

在任何情况下买方均不得更改或取消经 DORIN 确认的采购订单，任何订单的更改或取消只有在 DORIN 以书面形式事先授权或事后接受的情况下才有效。双方约定，在任何情况下，如果订单被取消且 DORIN 接受该取消，DORIN 有权向买方收取违约金，金额至少相当于被取消订单总额的 30% (百分之三十)，此外 DORIN 有权要求买方对 DORIN 实际遭受的任何其他损失承担赔偿责任。

- 2.4. In the event of cancellation of orders which have already been confirmed by DORIN and/or termination of an ongoing supply, concerning Products to be



realized by DORIN on the basis of specifications provided by the Purchaser, the Purchaser shall also purchase from DORIN all of the materials (raw materials, work in progress and finished products) procured by DORIN and all of the Products manufactured and/or expressly procured by DORIN in order to ensure that individual orders will be filled and/or to comply with any ongoing supply obligations agreed upon with the Purchaser.

如果取消已经 DORIN 确认的订单及/或终止正在进行的产品供货，就 DORIN 根据买方提供的规格说明而制造产品的情形，买方应从 DORIN 处购买其为保证完成个别订单及/或满足买方对持续产品供应的要求而购买的所有材料（原材料、在制品和成品）、由 DORIN 生产的及/或采购的所有产品。

- 2.5. If DORIN notifies the Purchaser in written form of details (material names, quantity) of the materials (raw materials, work in progress and finished products) which have been procured by DORIN and all of the Products which have been manufactured and/or expressly procured by DORIN in order to ensure that individual orders will be filled and/or to comply with any ongoing supply obligations agreed upon with the Purchaser, the Purchaser shall be deemed as accepting said details unless Purchaser should raise objection with good reason and provide within 5 working days from the day of DORIN's notice.

若 DORIN 以书面形式通知买方其为保证完成个别订单及/或满足买方对持续产品供应的要求而已经购买的材料（原材料、在制品和成品）、由 DORIN 生产的及/或采购的所有产品的明细（材料名称、数量），除非买方在 DORIN 通知后的 5 个工作日内表示反对并有充分理由，否则，视为买方已接受前述的通知内容。

- 2.6. If DORIN had to realize and/or cause to be realized, at DORIN's expense, specific tools or molds for the manufacture of the Products to the Purchaser's specifications, then, except as otherwise agreed by the parties in writing, upon termination of the relevant supply for whatever reason, DORIN shall retain title to said tools or molds and the Purchaser shall reimburse DORIN for a part of the costs incurred by DORIN in realizing and maintaining said tools or molds (of which costs DORIN shall inform the Purchaser in writing); in any case, the sum reimbursed by the Purchaser to DORIN shall not be less than 30% (thirty percent) of said costs and shall be paid to DORIN no later than 30 (thirty) days following the termination of the supply.

DORIN 为制造产品而根据买方的规格说明所自费采购的特定工具或模具，除非双方另有书面约定，否则无论出于何种原因终止相关供应，DORIN 将保留对所述工具或模具的所有权，且买方应对 DORIN 为购买和维护前述工具或模具所产生的费用而向 DORIN 进行部分报销（DORIN 将以书面形式向买方通知该费用）；在任何情况下，买方向 DORIN 报销的金额不得低于前述费用的 30%（百分之三十），并应在供应终止后 30（三十）天内支付给 DORIN。

- 2.7. No matter if DORIN directly sells Products outside of China or the Products will be resold by the Purchaser outside of China, DORIN shall not be responsible for that Product cannot comply with the technical, environmental or administrative regulations or any other laws of the country for which Products are destined ("applicable foreign laws"), unless otherwise DORIN has agreed in written form to comply so after Purchaser timely and properly provides specific requirements under applicable foreign laws, upon said written confirmation to comply so by DORIN, in any case, it is understood that all costs and expenses faced by DORIN in complying with applicable foreign laws shall be borne by the Purchaser alone.

不论是 DORIN 直接将产品销售至中国境外还是买方将产品再次销售至中国境外的, DORIN 不对产品是否符合最终产品销售地所在国家的技术、环境、行政法规或法律 ("可适用外国法") 负责, 除非 DORIN 在买方及时且正确地提供可适用外国法中的具体要求后书面表示同意可满足。若 DORIN 书面确认的, 在任何情况下 DORIN 为使产品符合相关可适用外国法的成本和支出都应由买方单独承担。

- 2.8. All information, technical data, drawings, photographs and illustrations concerning the Products contained in documents supplied by DORIN or attached to DORIN's offers or contained in DORIN's catalogues, price lists, prospectuses, newsletters, advertisements, website or other explanatory documents, shall be deemed to be for reference purposes only and non-binding, except as otherwise expressly indicated in DORIN's offer and/or order confirmation. In any case, DORIN reserves the right to make minor changes to the technical drawings/specifications of its Products, without being under any obligation to inform the Purchaser.

在 DORIN 所提供的、DORIN 报价单所附带的或者在 DORIN 的目录、价目表、招股说明书、新闻通讯、广告、网站或其他解释性文件中包含的关于产品的所有信息、技术数据, 图纸、照片和插图, 除非在 DORIN 的报价单和/或订单确认书中有明确说明, 否则仅供参考, 不具有约束力。在任何情况下, DORIN 保留对其产品的技术图纸/规格说明进行微小更改的权利, 而无需通知买方。

3. Product Prices

产品价格

- 3.1. Except as otherwise agreed by the parties in writing, the following prices shall apply to every purchase order: the prices indicated by DORIN in the relevant offer or, in the absence thereof, the prices set forth in the price lists provided by DORIN to the Purchaser and in force at the time the contract is entered into pursuant to article 2.1 above.



除非双方另有书面约定，以下价格将适用于每一采购订单：按照 DORIN 在相关报价单中写明的价格，或者，在没有报价单的情况下，按照 DORIN 向买方提供的价目表中所列的价格，而该价目表应为在根据上文第 2.1 条合同成立时有效的价目表。

- 3.2. Except as otherwise agreed by DORIN in writing, the prices of DORIN's Products shall be deemed to be "EXW – 1st Floor of 4th Building, No. 166 Kapa Road, Dayun, 314113 Jiashan, Zhejiang Province, CN" ICC Incoterms®, and to exclude transport costs, customs duties, value added tax and other taxes. Packaging costs shall be included in the prices of the Products, it being understood that DORIN shall pack the Products using the type of packaging that DORIN, in its discretion, deems most appropriate. Any particular packaging must be requested expressly by the Purchaser at or before the time the order is placed, shall be quoted by DORIN separately and shall be agreed upon by DORIN and the Purchaser expressly in writing.

除非 DORIN 以书面形式另行约定，否则 DORIN 产品的价格将被视为 EXW - 浙江省嘉善县大云镇卡帕路 166 号 4 幢一层厂房，即不包括运输费用、关税、增值税和其他税费。包装成本应包含在产品价格中，且双方约定，DORIN 将使用 DORIN 认为最合适的包装类型包装产品。任何特定包装，买方必须在下订单时或之前明确作出要求，并由 DORIN 单独报价，且 DORIN 和买方应以书面形式明确同意。

4. Delivery – Risk of Loss - Transfer of Title

交付-丢失风险-货物转移

- 4.1. Except as otherwise agreed by DORIN in writing, the Products shall be delivered to the Purchaser "EXW – 1st Floor of 4th Building, No. 166 Kapa Road, Dayun, 314113 Jiashan, Zhejiang Province, CN". Said commercial term, as well as any other commercial term that may be agreed upon by the parties in writing, shall have the meaning given to it in the then current edition of the International Chamber of Commerce's Incoterms® with exception of transfer of goods ownership.

除非 DORIN 另有书面约定，否则产品将以 EXW - 浙江省嘉善县大云镇卡帕路 166 号 4 幢一层厂房交付给买方。除货物所有权转移条款外，所述商业术语以及双方书面约定的任何其他商业术语，应遵循实时版本的国际商会 Incoterms® 中给出的含义。

- 4.2. In the event of delivery "EXW – 1st Floor of 4th Building, No. 166 Kapa Road, Dayun, 314113 Jiashan, Zhejiang Province, CN" ICC Incoterms®, DORIN shall not enter into any shipment or transportation contract with respect to the Products unless expressly requested to do so by the Purchaser in writing and



at the Purchaser's risk (including but not limited to damage, loss of Products) and expense, and the cost of shipment or transportation borne by DORIN will be charged to the Purchaser in DORIN's invoice, in addition to the agreed prices, particularly, sum of said invoice shall include sum of shipment/transportation cost and that of VAT (VAT should be calculated based on sum of shipment/transportation cost).

如果产品以 EXW - 浙江省嘉善县大云镇卡帕路 166 号 4 幢一层厂房交付给买方, DORIN 不得就产品订立任何装运或运输合同, 除非买方以书面形式明确要求且由买方承担风险 (包括但不限于产品毁损、灭失风险) 和费用, 另外, DORIN 承担的运输成本将由 DORIN 向买方另外开具发票而收取, 该发票金额包括运输成本金额和增值税金额 (增值税根据运输成本金额计算)。

For avoidance of doubt, under any circumstance DORIN shall not bear any risks (including but not limited to damage, loss of Products) for Products during transportation and shall be deemed has fulfilled obligation of delivery to Purchaser upon delivering Products to carrier, even If carrier for shipment or transportation is appointed by DORIN pursuant to article 4.2. And, Purchaser shall bear aforesaid risks during transportation and shall not make any claim against DORIN for delay of Products caused by aforesaid carrier.

为避免误解, 不论何种情况, DORIN 对产品运输中的风险 (包括但不限于产品毁损、灭失风险) 不承担任何责任, 且自产品交付给承运人后即视为完成向买家交付的义务, 即使负责装运或运输的承运人是由 DORIN 根据第 4.2 条指定的。同时, 买家应承担运输中的前述风险并且不能因前述承运人造成的到货迟延而向 DORIN 主张任何权利。

- 4.3. If the Products are to be delivered at DORIN's warehouses, DORIN shall inform the Purchaser of the availability of the Products at DORIN's warehouses and shall subsequently issue the relevant invoice. If the Purchaser fails to collect the Products within 5 (five) working days following the date on which the Products become available at DORIN's warehouses, DORIN reserves the right to charge the Purchaser for the actual costs incurred by DORIN in conserving and storing the Products from the end of said 5 (five) working day period until the date on which the Products are actually collected. The payment deadlines applicable pursuant to article 6 below shall remain binding for the Purchaser even if the latter fails timely to collect the Products.

如果产品在 DORIN 的仓库交付, DORIN 应通知买方 DORIN 仓库中产品的交付日期, 并随后开具相关发票。如果买方未能在所通知的可交付日期之后的 5 (五) 个工作日内至 DORIN 仓库提货, DORIN 保留向买方收取因储存、保管产品而由 DORIN 承担的实际费用, 前述费用的计算自前述第 5 (五) 个工作日结束后起至实际提取产品日止。即使买方未能及时提取产品, 根据下文第 6 条中可适用的付款截止日期对买方仍然具有约束力。



- 4.4. Notwithstanding the application of EXW under ICC Incoterm®, the Purchaser agrees that the ownership of Products shall transfer from DORIN to the Purchaser on the condition that the Purchaser has made fully payment for Product.

尽管适用国际商会 Incoterm®中的 EXW，买方同意产品的所有权只有自其向 DORIN 付清全部产品货款后，才从 DORIN 处转移至买方。

5. Time of delivery – Partial delivery – Pre-delivery performance testing
交货时间 - 部分交货 - 交付前性能测试

- 5.1. The Products shall be delivered within the delivery time-frames (or by the delivery dates) indicated by DORIN in the relevant order confirmation, considering that, unless otherwise indicated in the offer, the minimum timeframe for delivery of the Products shall be 60 (sixty) days following the issuance of DORIN's order confirmation. In the event of contrast between (i) the delivery time-frames (or dates) requested by the Purchaser in the order and (ii) the delivery time-frames (or dates) provided for by DORIN in the order confirmation, the latter (ii) shall prevail.

产品应在 DORIN 相关订单确认书中指明的交货期限内（或交货日期）交付，除非报价单中另有说明，交付产品的最短时间应为 DORIN 发出订单确认书后的 60（六十）天。如果（i）买方在订单中要求的交货期限（或日期）与（ii）DORIN 在订单确认书中规定的交货期限（或日期）之间存在冲突，应以后者(ii) 为准。

- 5.2. In any case, the delivery date of the Products shall be calculated starting from the date on which DORIN receives any advance payment to be made by the Purchaser upon receipt of the order confirmation. In the case of Products to be realized on the basis of technical specifications provided by the Purchaser, the delivery date shall be calculated starting from the date on which DORIN receives all of the final technical specifications, drawings and technical data, and the approval of any prototypes or samples, requested by DORIN and/or necessary and to be supplied by the Purchaser, for the manufacture and supply of the Products in question.

在任何情况下，产品的交付应自 DORIN 收到买方在收到订单确认书后支付的预付款之日起计算。如果须根据买方提供的技术规格说明制造产品的，则交付应在 DORIN 收到因其请求而应有买方提供的用于制造和供应相关产品的最终技术规格说明、图纸和技术数据以及 DORIN 得到买方对原型或样品认可后开始计算。

- 5.3. DORIN reserves the right to fill the order by means of partial deliveries and to



issue partial invoices based on the deliveries made. If the Purchaser does not intend to accept partial deliveries of the goods, the Purchaser must so inform DORIN in advance and in writing.

DORIN 保留通过部分交付的方式履行订单的权利，并根据交付情况出具部分发票。如果买方不接受部分交付货物的方式，则买方必须事先以书面形式通知 DORIN。

- 5.4. DORIN shall carry out pre-delivery performance testing on a sampling of Products only if expressly so agreed by the parties in writing. If the parties agree to carry out pre-delivery performance testing of the Products, said testing shall take place at DORIN's facilities, prior to delivery of the Products to the Purchaser, in accordance with the parameters and procedures previously agreed upon by the parties or, in any case, indicated by DORIN in the offer and/or in the order confirmation. The pre-delivery performance testing shall in any case take place in accordance with procedures and testing techniques complying with the standards and principles normally applied in China for products of the same type.

只有在双方书面表示同意的前提下，DORIN 才应对产品样品进行交付前的性能测试。如果双方同意对产品进行交付前的性能测试，相关测试应在产品交付给买方之前根据双方已约定的参数和程序或者根据 DORIN 在报价单和/或订单确认书中确定的参数和程序在 DORIN 设施内进行操作。无论如何，进行交付前的性能测试的程序和测试技术应符合中国对同类型产品所采用的标准和原则。

6. Payment

付款条件

- 6.1. The Purchaser shall effect payment for the Products in the manner indicated by DORIN in the offer, the order confirmation and/or the invoice sent by DORIN to the Purchaser in each case.

买方应根据 DORIN 在报价单、订单确认书和/或 DORIN 发给买方的发票中确定的支付方式来支付产品货款。

- 6.2. Upon (i) failure to pay any DORIN invoice or debit note by the payment deadline, or late or partial payment thereof; (ii) the occurrence of events negatively affecting the Purchaser's assets or economic situation or (iii) any other breach by the Purchaser, the sums owed by the Purchaser to DORIN for the Products shall become immediately due and payable. Therefore, DORIN shall be entitled, at any time and without having to give notice and/or carry out any other formality, to take immediate action to recover the sums owed to it, even if the amount of DORIN's credit is not yet determined or if the



payment deadline has not yet expired. Any claim by the Purchaser relating to defects or late delivery of the Products, shall not entitle the Purchaser in any event to suspend or delay payment or to set off against credits of the Purchaser. The Purchaser may not commence or proceed with any action against DORIN if the Purchaser has not first fully paid the price in accordance with the contract terms.

在 (i) 未能在付款截止日期之前支付任何 DORIN 的发票或付款通知单, 或迟延付款或部分付款; (ii) 发生对买方资产或经济状况产生负面影响的事件或 (iii) 买方的任何其他违约事项, 买方因产品对 DORIN 所欠的款项应立即到期应付。因此, DORIN 有权在任何时候, 无需发出通知和/或执行任何其他手续, 立即采取行动收回买方欠其的款项, 即使 DORIN 给予的授信额度尚未确定或付款截止日期尚未到期。买方就产品缺陷或延迟交付提出的任何索赔, 均不应使买方在任何情况下有权暂停或延迟付款或抵销买方的授信额度。如果买方未按照合同条款全额支付货款, 买方不得对 DORIN 启动或继续任何不利行动。

- 6.3. In the cases referred to in article 6.2 above, DORIN shall also be entitled, in its sole discretion and without incurring any liability for damages, (i) not to fill the order even if it has been confirmed, (ii) to suspend delivery and/or refuse to deliver Products which have been ordered but not yet delivered (even if they are not the same Products for which payment was not made or was late), until such time as all sums owed by the Purchaser have been paid in full, (iii) to revoke or reduce the amount of any line of credit offered to the Purchaser and/or (iv) to require the Purchaser to provide payment guarantees and/or change the payment terms or the manner of payment, both for supplies in progress and for subsequent supplies.

在上述第 6.2 条所述的情况下, DORIN 有权自行决定采取以下行动且不承担任何损害赔偿责任, (i) 不履行已得到确认的订单, (ii) 暂停交付和 /或拒绝交付已订购但尚未交付的产品 (即使该产品非与尚未付款或迟延付款相关的产品), 直到买方所欠的全部款项已全额支付, (iii) 撤销或减少向买方提供的任何授信额度及/或 (iv) 要求买方提供付款保证及/或更改付款条款或付款方式, 以用于正在进行的供应以及随后的供应。

- 6.4. If the Purchaser fails to pay a DORIN invoice or debit note, in whole or in part, by the payment deadline, even if no formal notice of default is given, interest for late payment shall accrue on the unpaid sum, beginning from the payment deadline, and the Purchaser shall also be liable for the bank expenses and the costs incurred in recovering the sums not timely paid; in any case, DORIN shall be entitled to require payment of damages suffered by DORIN in excess thereof.

如果买方未能在付款截止日期前全部或部分支付 DORIN 的发票或付款通知单, 即使没有给出正式的违约通知, 延迟付款的利息也应从付款截止日期开始计入未付款项。买方还应承担银行费用以及承担因收回未及时支付的货款而产生的



费用；在任何情况下，DORIN 都有权要求支付 DORIN 由此额外遭受的损失。

- 6.5. In the event of late payment in all or in part, the Purchaser shall pay a daily liquidated damage equivalent to 2‰ of the total amount of unpaid payment.
若全部或部分迟延支付价款的，买方应每日按照全部未支付价款的 2‰支付违约金。

7. Warranty 质量保证

- 7.1. Except as otherwise provided in these General Conditions, DORIN warrants that the Products shall be free from defects in materials or workmanship and shall comply with the technical specifications expressly agreed upon by DORIN in writing and/or any prototypes or samples supplied by DORIN or expressly approved by DORIN. DORIN provides no warranty as to the compliance of the Products with specifications, technical requirements, prototypes, samples or adequacy of the Products for specific uses, which have not been previously expressly accepted by DORIN in writing.

除通用条款中另有约定的外，DORIN 保证产品在材料或者工艺上不具有瑕疵，并且符合 DORIN 以书面形式明确表示认可的技术规格说明和/或任何由 DORIN 供应的或明确表示同意的原型或样品。DORIN 不能保证产品符合未经其以书面形式明确表示同意的规格说明、技术要求、原型、样品或者具有特定用途性。

- 7.2. Any claim concerning defects in the Products must be received by DORIN no later than 10 (ten) days from the date of delivery of the Products to the Purchaser or, in the case of latent defects which cannot be identified by the Purchaser in the exercise of ordinary diligence, within 10 (ten) days of the discovery thereof; in any case, the warranty period shall not exceed 24 (twenty-four) months following the date on which the relevant invoice is issued by DORIN.

任何有关产品缺陷的主张必须在产品交付给买方之日起 10（十）天内发给 DORIN，如果买方无法在该 10（十）天内按照一般注意要求识别潜在缺陷，无论如何，质保期限不得超过 DORIN 签发相关发票之日起的 24（二十四）个月。

- 7.3. The Purchaser shall be entitled to return the Products to DORIN only after having obtained DORIN's written authorization of the return in question and, in any case, such return shall be made at the Purchaser's risk and expense. The Products returned to DORIN must be perfectly sealed and this warranty shall not apply to any Products which are not completely sealed at the time of their return to DORIN. DORIN reserves the right first to examine the Products



in order to determine whether there is in fact a defect and whether DORIN is responsible for the defect; DORIN shall provide the Purchaser with reasonable prior notice of the date and location of said examination by DORIN, in order to enable the Purchaser to be present for the examination.

买方只有在获得 DORIN 对相关退货的书面授权后才有权将产品退回给 DORIN, 并且在任何情况下, 此类退货均应由买方承担风险和费用。退回给 DORIN 的产品必须完全密封, 任何返回 DORIN 时未完全密封的产品不适用于此质量保证条款。DORIN 保留先对产品进行检查的权利, 以确定是否确实存在缺陷以及 DORIN 是否该对缺陷负责; DORIN 应向买方事先通知 DORIN 进行检验的日期和地点, 以使买方能够出席检验。

- 7.4. Only in cases in which DORIN acknowledges that the defect exists and that DORIN is responsible therefor shall DORIN, at its sole discretion, repair or replace the Products that DORIN acknowledges to be defective or, where that is not possible, return all or part of the price that has already been paid by the Purchaser, without giving rise to any liability of DORIN for direct, indirect or consequential damages of any sort, loss of profits or losses deriving from and/or relating to the Product defects. If the Products are repaired or replaced pursuant to this warranty, the Purchaser shall receive the repaired or replacement Product at DORIN's cost (including the cost of transportation), it being understood that any other cost (including, for example, the costs of assembly and reinstallation of the repaired or replacement Product), shall be borne exclusively by the Purchaser.

只有在 DORIN 承认存在缺陷并且 DORIN 对此负责的情况下, DORIN 才自行决定修理或更换 DORIN 承认有缺陷的产品, 或者, 如果无法修理或更换的, 将返还全部或部分已经由买方支付的货款, 并且 DORIN 对于产品缺陷导致的任何形式的直接、间接或后果性损害和/或与之相关的利润损失及其他损失不负责任。如果产品根据本质量保证条款进行修理或更换, DORIN 将负责修理或更换产品的相关费用 (包括运输成本), 双方协定, 任何其他费用 (包括装配和重新安装修理或更换的产品), 应由买方独立承担。

- 7.5. If DORIN does not acknowledge the defect according to examination result, Purchaser shall bear the cost incurred by DORIN in examining the allegedly defective Products and DORIN shall issue an invoice to the Purchaser, and provide the Purchaser with an estimate of the cost of non-warranty repair or replacement.

如果 DORIN 根据检测结果认定对缺陷不负有责任, 买家应承担 DORIN 因检查涉嫌缺陷产品而产生的费用, 为此 DORIN 将开具发票给买方, 并向买方提供对非质量保证范围内的维修或更换费用的预估。

- 7.6. This warranty is exclusive and in lieu of any other warranty, whether written, oral or implied and, by accepting these General Conditions, the Purchaser



expressly waives any such additional warranty (including any right of redress deriving from any installation of the Products in consumer goods).

本质量保证条款是唯一的保证，代替任何无论是书面、口头或暗示的其他保证。通过接受本通用条款，买方则明确放弃任何其他保证（包括任何在消费品中安装产品所产生的补救权利）。

- 7.7. DORIN shall not be liable for any defects or quality shortcomings in the Products deriving from: i) shortcomings or defects in the raw materials, components or other materials supplied by the Purchaser and/or procured by DORIN in accordance with the Purchaser's instructions, ii) the Purchaser's technical drawings and specifications, iii) improper use of the Products and use of the Products in improper operating conditions (electrical, mechanical or environmental), iv) repairs, tampering or changes to the Products, without DORIN's prior written consent, v) negligence or incompetence of the Purchaser and/or of the Purchaser's customers, vi) normal wear and tear, poor or inadequate conservation or maintenance of the Products or the use of aggressive agents; vii) use of the Products in connection with other products not supplied by DORIN and the use of which in connection with the Products has not been approved by DORIN; viii) use of spare parts which are not original DORIN spare parts; ix) incorrect assembly, installation, maintenance and/or failure to assemble, install and/or maintain the Products in accordance with the specifications, instructions and recommendations contained in the manual or, in any case, in the technical documentation supplied by DORIN, x) defects in power supply, insulation or inadequate protection of the Products.

DORIN 不对产品中的任何缺陷或质量缺陷承担责任，如果这些质量缺陷源于：

- i) 买方提供和/或 DORIN 根据买方的指示采购的原材料、组件或其他材料有缺陷，ii) 买方的技术图纸和规格说明，iii) 产品的不当使用或产品在不适宜的操作条件（电气条件、机械条件或环境条件）下的使用，iv) 未经 DORIN 事先书面同意对产品进行修理、篡改或更改，v) 买方和/或买方客户的疏忽或不具备相关资质，vi) 正常磨损、产品保护或维护不良或不充分或使用侵蚀剂；vii) 将产品与非 DORIN 所提供的产品进行关联使用且此被关联使用的产品（非 DORIN 所提供的产品）未被 DORIN 所认可；viii) 使用非 DORIN 原装的备件；ix) 未遵守手册或在任何情况下由 DORIN 提供的技术文档中包含的规格说明、指示和建议导致产品的组装、安装、维护不正确和/或失败；x) 供电、绝缘的缺陷或产品保护的不足。

8. Earlier Termination 提前终止合同

- 8.1. Without prejudice to any other remedy it may have, DORIN shall be entitled

13

DORIN COMPRESSOR (JIAXING) CO., LTD.
Tax Identification Number: 913304210942198891
Address: 1st Floor of 4th Building, No. 166 Kapa Road, Dayun, 314113
Jiashan, Zhejiang Province, CN
ZIP: 314113
Tel: 0086-573-84681116

都凌压缩机（嘉兴）有限公司
纳税人识别号：913304210942198891
开票地址：浙江省嘉善县大云镇卡帕路 166 号 4 幢一层
邮政编码：314113
电话：0573-84681116



to terminate, with immediate effect, each contract entered into on the basis of these General Conditions, by sending the Purchaser notice of termination, by registered post, in the event of breach by the Purchaser of any of the Purchaser's obligations under these General Conditions, which breach is not cured by the Purchaser, to DORIN's satisfaction, within 15 (fifteen) days following DORIN's written demand to cure.

在不损害其可能具有的任何其他补救措施的情况下，如果买方做出了违背本通用条款的任何违约行为且在 DORIN 书面要求解决之后的 15（十五）天内未能作出令 DORIN 满意的解决方案，DORIN 有权通过书面形式向买方发送解除通知，立即解除根据本通用条款订立的每份合同。

9. Know How and Confidential Information

专利技术与保密信息

- 9.1. Every document supplied by DORIN to the Purchaser concerning the Products may contain know-how and other confidential information such as, for example, information relating to the design, realization and development of the Products, information necessary for the assembly and/or use of the Products, information necessary in order to understand the functioning of the Products and for the exploitation of the possibilities and potential of the Products.

DORIN 向买方提供的关于产品的每份文件都可能包含专有技术和其他保密信息，例如，与产品的设计、生产和开发有关的信息、组装和/或使用产品的必要信息、理解产品功能和产品开发可能性的必要信息。

- 9.2. The know-how and other confidential information belong exclusively to DORIN and are made available to the Purchaser in absolute confidence, solely for purposes of the contract entered into on the basis of these General Conditions.

专有技术和其他保密信息属 DORIN 独家所有，此类信息仅在为实现基于本通用条款而签订的合同而提供给买方，且绝对保密。

- 9.3. Therefore, the Purchaser agrees to use DORIN's know-how and confidential information solely to the extent strictly necessary for the performance of each contract of sale and for the use of the relating Products. The Purchaser further agrees not to disclose said confidential information to third parties, except as authorized by DORIN in writing and to ensure that the Purchaser's employees, agents and representatives comply with the foregoing confidentiality obligations.

因此，买方同意仅在为履行每份销售合同和使用相关产品所必需的范围内使用 DORIN 的专有技术和保密信息。买方进一步同意不向第三方披露所述保密信



息，除非经 DORIN 书面授权，买方须确保其员工、代理人和代表遵守上述保密义务。

- 9.4. Any use or disclosure of the confidential information and know how in breach hereof may also constitute an infringement of DORIN's trade secrets pursuant to the provisions of applicable law.

根据相关法律规定，任何违规使用或披露保密信息和专有技术可能对 DORIN 商业机密构成侵权。

- 9.5. Purchaser's obligation of non-disclosure under GENERAL CONDITIONS OF SUPPLY shall survive termination of relevant contract and remain valid and effect as of contract formation pursuant to article 2.1 above.

买方在本供货通用条款项下的保密义务自合同依据上文第 2.1 条成立时起始终有效，不因相关合同的终止而终止。

10. Trademarks and Other Intellectual Property Rights 商标和其他知识产权

- 10.1. The Purchaser acknowledges that the trademark on the Products and Product packaging, and any other marks, trade names or expressions used by DORIN in promoting and selling the Products, belong exclusively to DORIN.

买方承认产品和产品包装上的商标以及 DORIN 在促销和销售产品时使用的任何其他标识、商号或相关描述为 DORIN 独家所有。

- 10.2. Therefore, the Purchaser shall not apply to register or register or allow third parties to apply to register or register, said trademark, trade name or expression, used by DORIN in selling the Products (which are and shall remain the property of DORIN alone) or terms or expressions similar to or susceptible of being confused with them. Purchaser's aforesaid obligation shall survive termination of relevant contract and remain valid and effect as of contract formation pursuant to article 2.1 above.

因此，买方不得申请注册、注册或允许第三方申请注册、注册 DORIN 用于销售产品的商标、商号或相关描述（仅为且始终为 DORIN 独家所有）或与其相似或容易混淆的术语或描述。买方的前述义务自合同依据上文第 2.1 条成立时起始终有效，不因相关合同的终止而终止。

- 10.3. If Products are manufactured by DORIN in accordance with the directions of the Purchaser or if DORIN applies to the Products any sort of procedure based on the Purchaser's instructions, the Purchaser shall compensate DORIN for all losses, damages, costs and expenses incurred or suffered by DORIN in connection with the Products or paid by DORIN by way of



settlement of any action brought against DORIN for infringement of industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights.

如果产品由 DORIN 根据买方的指示制造，或者 DORIN 根据买方的指示向产品应用任何类型的程序，则买方应赔偿 DORIN 遭受的所有与产品有关的损失、损害、成本和费用或因解决针对 DORIN 提起的关于工业产品外观设计、专利、版权、商标或其他工业或知识产权侵权的任何诉讼而由 DORIN 支付的款项。

- 10.4. DORIN has not, to its knowledge, infringed and will not knowingly or willfully infringe any industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights of third parties. In no event shall DORIN be liable for any direct or indirect problem, loss, damage or cost of any sort incurred by the Purchaser as a result of DORIN's infringement of any such intellectual property right, unless it is proven that DORIN knew that the goods in question were manufactured or distributed in violation of a third party's preexisting intellectual property right.

据其所知，DORIN 并未侵犯且不会故意侵犯第三方的任何工业产品外观设计、专利、版权、商标或其他工业或知识产权。在任何情况下，DORIN 均不对买方因 DORIN 侵犯知识产权而遭受的直接或间接的问题、损失、损害或支出而负责，除非可证明 DORIN 明知问题产品是在违反第三方享有的知识产权的情况下制造或销售的。

- 10.5. Any wording, label and/or other description and/or identification placed on the Products sold by DORIN and/or on the packaging thereof, shall not be removed without DORIN's written consent. Any alteration and/or change of wording, trademarks, technical data or labels in any way affixed by DORIN shall constitute infringement and/or unlawful conduct in respect of which DORIN may take legal action against the Purchaser, any third party holder and/or successor in respect of Products purchased from the Purchaser. In such cases, the Purchaser's warranty rights in respect of the Products shall terminate.

在没有 DORIN 书面认可的情况下，DORIN 所销售的产品和/或产品包装上的文字、标签和/或其他描述和/或标识都不能被抹除。若改变和/或替换 DORIN 在产品上载有的文字、商标、技术数据或标签的，则构成侵权和/或非法行为，DORIN 因此可对买方、买方所购产品的第三方持有人和/或其继承人采取法律措施。在此情况下，买方就产品享有的质量保证也随之终止。

11. Force Majeure and Limitation of Liability.

不可抗力 and 责任限制

- 11.1. In no event shall DORIN be liable to the Purchaser for any breach, including

16



late delivery, which is caused by events beyond DORIN's reasonable control, such as, for example, but not limited to, strikes or other union actions, difficulties in transportation, events occurring from natural causes, wars, demonstrations, seizures, embargoes, laws or regulations of any agency or authority, failure to deliver or delay in delivery of production materials by suppliers due to events beyond the reasonable control of said suppliers.

在任何情况下，因超出 DORIN 合理控制范围的事件，例如但不限于罢工或其他工会行为、交通阻碍、自然原因、战争、示威游行、财产冻结、禁运、任何机构或权利部门的法律法规，以及由于超出供应商合理控制范围的事件造成的生产材料供货失败或延期，DORIN 均不就包括延期交货在内的任何违约行为对买方承担责任。

- 11.2. The warranties and responsibilities of DORIN, deriving from and relating to the contracts entered into on the basis of these General Conditions, are limited to those expressly provided for herein. Therefore, DORIN shall have no additional responsibility in connection with the Products and in no event shall be liable for direct, indirect or consequential damages, loss of profits, direct or indirect losses of any sort (including injury to persons and property damage) deriving from the purchase of the Products, except in cases of DORIN's intentional wrongdoing or gross negligence. The Purchaser acknowledges that DORIN's aggregate liability arising from and/or relating to the contracts entered into on the basis of these General Conditions shall, in all cases, be limited to the price paid by the Purchaser for the Products in question, in addition to the proceeds, if any, of DORIN's insurance policies. DORIN 在根据本通用条款订立的合同中或与其相关的质量保证和责任仅限于本通用条款明确约定的内容。因此，除 DORIN 故意不当行为或重大过失，DORIN 对产品不承担任何额外责任，并且在任何情况下均不对因购买产品造成的任何形式的直接、间接或从属损害、利润损失（包括人身伤害和财产损失）承担责任。买方承认，在任何情况下，DORIN 因根据本通用条款而订立的合同产生的和/或与之相关的总赔偿责任不得超过买方就问题产品支付的货款，以及 DORIN 的保险收益（若有）。

12. Applicable Law – Competent Court – Language

适用法律 - 主管法院 - 语言

- 12.1. In respect of the formation, effectiveness, interpretation, performance, and dispute settlement related to GENERAL CONDITIONS OF SUPPLY, the laws of the People's Republic of China shall apply.

本供货通用条款的订立、效力、解释、履行和争议的解决均受中华人民共和国法律的管辖。



12.2. Any dispute, disagreement, controversy, or claim arising out of or relating to this GENERAL CONDITIONS OF SUPPLY and sales of Products by DORIN, or the breach, termination, or invalidity thereof, shall be settled through friendly negotiations between DORIN and Purchaser. In the event of impossible to resolve differences through friendly negotiations, the people's court of the place where DORIN's registered office is located. Without prejudice to the foregoing, DORIN shall be entitled to bring actions against the Purchaser before any court having jurisdiction over the Purchaser.

任何因本供货通用条款和DORIN的产品销售产生的或与之有关的争议、争端、请求、违约、协议终止或无效等均由DORIN和买方通过友好协商解决。若无法通过友好协商解决争端的，任何一方都有权向DORIN所在地人民法院提起诉讼。在不影响上述规定一般适用性的情况下，DORIN有权向对买方有管辖权的法院对买方提起诉讼。

12.3. These General Conditions of Supply are drafted in the English and Chinese languages. In the event of doubts as to the interpretation hereof, the English language version shall prevail.

本供应条款以英文和中文起草。如果对本解释有疑问，应以英文版本为准。

Purchaser Stamp and signature of duly authorized representative

买方印章及授权代表签字

.....
请注意，<http://dorinchina.biz/Download> 上提供的供货通用条款适用于销售/购买都凌压缩机（嘉兴）有限公司的产品。一经发出采购订单和/或接受产品，您将被视为已同意接受我们的供货通用条款。