



盈凡电气产品（青岛）有限公司有限公司(下称“盈凡（青岛）”)  
产品销售一般条款和条件  
Terms and Conditions for Sales of  
nVent Electrical Products China Co., Ltd (referred to as ‘nVent (Qingdao)’)

## 一、价格

1、国内交易价格按照人民币计算，海外交易按照约定币种计算，客户（包括经销商，下同）应在盈凡（青岛）接受（即签订、确认）客户提交的相关订单时支付购买产品的应付价款。

盈凡（青岛）可至少提前 30 天书面通知客户改变产品价格，通知自到达客户时生效，而后双方按照改变后的产品价格签订新订单。所有产品价格的变化不适用于已签订的开口订单和价格改变生效日之前接受的订单。除非签订订单的双方另行协商并书面确定新的价格，或签订补充协议。

2、盈凡（青岛）可接受的的订单，有最小订货量要求，该可被接受的订单产品价款不少于人民币 1000 元或相应价值。

3、对于有最小订货量要求的产品，客户应当按照最小订货量要求，向盈凡（青岛）下达不少于最小订货量的订单，否则，盈凡（青岛）有权拒绝。

### I. Price

i. Prices are quoted in Chinese RMB for domestic business and agreed currency for oversea business. The prices to be paid by Customer (including Distributor, similarly hereinafter) for Products purchased pursuant to the Agreement shall be at the time of nVent (Qingdao)'s acceptance of (signing or confirming) the relevant Order submitted by Customer. nVent (Qingdao) may change its prices for the Products by providing Distributor with at least thirty (30) days prior written notice, the notice shall come into effect at the time of arriving at Customer. Thus new Orders will be concluded by the two parties according to changed price. Changed prices for all Products shall not apply to the open Orders and Orders accepted prior to the effective date of the price changes except that Order's two parties confirm new price in writing through consultation or make supplementary agreement.

ii. Order acceptable by nVent (Qingdao) requires minimum order quantity. The price of such acceptable order may not less than ¥1000 or equivalent value.

iii. Customer should order by MOQ for specific parts with MOQ requirement. Otherwise, nVent (Qingdao) has the right to refuse.

## 二、付款

1、一般客户在支付订单总价款的 30% 预付款后，订单才生效，尾款应在盈凡（青岛）发货之前结清。

只有被盈凡（青岛）书面确认的信用客户，才可在具体订单约定的付款期间内付款。

2、若因客户迟延付款造成盈凡（青岛）迟延发货，盈凡（青岛）对此迟延概不負責。

3、对于迟延付款的订单，盈凡（青岛）有权按照订单总金额收取月 2% 的利息，至实际付清日。

4、客户迟延付款超过 180 日，盈凡（青岛）有权解除合同、取消订单，除上述月 2% 的利息外，客户还应按订单金额的 30% 承担违约金，造成盈凡（青岛）其他损失的，客户应当赔偿。盈凡（青岛）有权将订单项下货物自行处置。

### II. Payment

i. Prepay Customer should pay 30% in advanced on Order placed and then the Order comes into effect. The balance should be 100% paid before shipment. Only Credit Customer confirmed by nVent (Qingdao) in writing may pay upon its payment term within agreed period by specified Order.

ii. Payment delay might cause shipment delay. nVent has no responsibilities on such delay.

iii. nVent will accrue interests at a monthly rate of 2% upon Order amount for delay payment till the actual payment.

iv. Should the payment of the Customer delay in excess of 180 days, nVent (Qingdao) has the right to terminate the contract and cancel the Order. In addition to the above monthly interest rate of 2%, penalty quoted at 30% of Order amount will be borne by Customer and Customer shall pay the damages for nVent (Qingdao)'s other loss. nVent (Qingdao) has the right to dispose the goods under Order at its own discretion.

## 三、交货

1、交货日期的遵守建立在下述条件下：客户适时地提供所有文件，包括必要的同意、批准，明确的供货计划，以及履行付款和其他义务的约定。若此必要事项未完成，盈凡（青岛）有权相应顺延交货日期。

2、客户的任何损害赔偿请求应限定在如下范围：对于盈凡（青岛）原因造成的迟延交货按每完整周 0.5% 计算，上限为因迟延交付不能有效使用部分购买价款的 5%；即无论如何盈凡（青岛）原因造成的迟延交付其最高违约金的上限为订单迟延交付部分价值的 5%。

3、除非客户提前通知推迟装运，盈凡（青岛）将按照先前确认的日期装运，不做提前装运；客户若未在确认日期之前通知推迟装运，将承担由此产生的必要费用。

4、无论如何，客户应在盈凡（青岛）接受并确认的订单约定装运日起 180 天内接收其所订购的应接收货物。否则，从客户推迟 180 天的次日开始，仓储费用每周按订单约定的交付部分产品价款的 1% 计算。客户推迟 270 天后，盈凡（青岛）有权解除合同、取消订单，客户应承担与订单金额同等金额的违约金，并承担仓储费用。因此造成盈凡（青岛）其他损失的，客户还应当承担赔偿责任。对于客户未接收的货物，盈凡（青岛）有权自行处置。

### III. Delivery

i. Observance of delivery dates in particular assumes that our Customer produces in proper time all documentation, necessary consents, approvals and plans to be supplied by him and observes the agreed terms of payment and other obligations. The time limits shall be appropriately extended if these pre-requisites are not fulfilled.

ii. Any claim to damages by our Customer shall be limited in amount as follows: to the extent that we shall be in delay with the delivery: 0.5% for each complete week of the delay but at maximum a total of 5% of the agreed purchase price for that part of the delivery which could not be usefully used on account of the delay. nVent (Qingdao)'s penalty of delivery delay has a maximum limited which is 5% of Order value.

iii. Unless Customer earlier notifies Order shipment postpone, nVent (Qingdao) will ship the Orders based on formally acknowledgement date without pre-notification for shipments. Customer should take any cost caused by if Customer didn't notify before acknowledgement date.

iv. Customer must take delivery of all goods ordered by it within 180 days after the agreed upon shipment date described in the acknowledged Order which has been accepted and confirmed by nVent (Qingdao); Storage charges in the amount of 1% of the price of the delivery item per week but at maximum of 5% in total may be charged to the Customer from the day after 180 days postponed by Customer. After 270 days postponed by Customer, nVent (Qingdao) has the right to terminate the contract and cancel the Order. In addition to the penalty equivalent to the Order amount and storage charges, Customer shall pay the damages to nVent (Qingdao)'s other loss. nVent (Qingdao) has the right to dispose the goods under Order at its own discretion.

## 四、接受和修改订单

1、客户以书面形式（含电子数据方式）向盈凡（青岛）提交货物的购买订单，应该至少包含下述内容：产品订单识别信息，数量，单价，规定交付日，到货地址以及装运指示。

2、订单的接受。非经盈凡（青岛）检查并书面（含电子数据方式）确认的订单无效且不被接受。客户与盈凡（青岛）员工达成的任何口头承诺或协议对盈凡（青岛）不具备约束力，除非盈凡（青岛）对此予以书面确认。非经盈凡（青岛）书面同意，已接受订单不得修改或取消。双方同意的对订单的修改应依照合同条款进行修改。所有的书写错误应被修改。对任何协议所作的任何修改须以书面

为之。

3、非标准产品的订单修改。若盈凡（青岛）同意客户提出的对客户定制、订单装配、产品配置（非存货产品）等方面的订单修改，盈凡（青岛）可能会评估修改订单产生的费用（包括修改订单部分适用组件的费用），该费用应由客户承担。双方还应签订书面的变更协议，订单方得修改。

4、若因客户的原因取消订单，客户应承担取消订单引起的直接和间接损失，包括但不限于材料、人工、盈凡（青岛）可得利益损失等等。

#### IV. Acceptance and Change of Orders

i. Customer shall submit purchase Orders (“Order”) for the Products to nVent (Qingdao) in writing and containing, at a minimum: identification of the Products Ordered; quantities; unit price; requested delivery dates; and address of arrival with shipping instructions.

ii. Acceptance of Orders - No Order shall be valid or accepted by nVent (Qingdao) without first checked and confirmed by nVent in writing (including electronic data). No oral promise or agreement concluded between nVent (Qingdao)’s staff and Customer will be binding on nVent (Qingdao) except written confirmation by nVent (Qingdao). No accepted Order shall be modified or cancelled, except upon written agreement of nVent (Qingdao). Mutually agreed changed Orders shall be subject to all provisions of the Agreement. All clerical errors are subject to correction in writing.

iii. Change Orders for Non-Standard Products – In the event nVent (Qingdao) approves a proposed change Order from Customer regarding custom, modified, assembled-to-order, or configured Products (“Non-Stocked Products”), a change Order processing charge may be assessed by nVent (Qingdao) (which may include the cost of applicable components that are part of that change Order) and be undertaken by Customer. Order may only be modified upon two parties’ written modification agreement.

iv. Shall Order be cancelled upon Customer’s reason, Customer shall take direct and indirect loss caused by cancellation, including but not limited to material loss, labor loss, losses in acquirable interests etc.

#### 五、不可抗力

盈凡（青岛）对客户或其他方因火灾、罢工、暴乱、封锁、自然事件、优先权、限制、国家地方政府法令、运输延迟、事故、公路或港口堵塞或关闭、供应商延迟提供原材料或部件，雇佣劳工不能或其他不受盈凡控制的外部因素引起的延迟交付不承担责任。在此情形下，运输日期应按延迟原因的日期延长。

#### V. Force Majeure

nVent (Qingdao) shall not be liable to Customer or any other person due to delays in the delivery of Orders including delays caused by fire, strikes, riots, blockades, natural occurrences, priorities, restrictions and federal, state or municipal governmental decrees, transportation delays, accidents, road or ports blockades or closings, suppliers’ delays in providing raw materials and parts, inability in obtaining labor or any other causes outside of nVent’s control. In such cases, the shipping date shall be extended for a term equal to the length of the cause of the delay.

#### 六、保证

1、盈凡（青岛）对其出厂产品在正常使用条件下由于制造工艺或选用材料引起的缺陷提供免费保修。除另有规定外，免费保修期限为：存货经销商 18 个月，其他经销商及客户 12 个月。标准保修期之外的保修期延长将根据具体情况收取额外的费用。

与盈凡（青岛）产品一起提供的、标有其他厂家铭牌的附件、选件或配套设备由各生产厂家提供保修；标有盈凡（青岛）铭牌或未标任何铭牌的附件、选件或配套设备由盈凡（青岛）保修一年。

2、保修日期从出厂之日开始计算。由盈凡（青岛）定义为易损件的部件不在保修范围内。将根据具体应用过程工艺条件，给出易损件的建议更换周期。

3、盈凡（青岛）产品保修范围不包括：未按操作规范要求误用、滥用或不正确使用操作设备所造成的缺陷；由于无授权修理造成的损坏；由于二次加工与运输造成的缺陷或损坏。盈凡（青岛）除承担其产品本身的保修外，不承担与设备运行、使用连接和产品适用性有关而产生的任何直接或间接的损失或费用。

4、在特殊应用场合如腐蚀性环境中，基于盈凡（青岛）先前的经验，可获得的专业信息及用户提供的工艺信息，盈凡（青岛）将向用户推荐相关部件材料，由用户决定材料的选用。盈凡（青岛）不承担由于用户选择的材料部件因为腐蚀所造成的损坏的部件或产品的保修。

5、在保修期内，盈凡（青岛）对经过检查确认为属于保修范围的产品或部件进行免费维修或更换。维修或更换将以现场服务或设备返厂两种形式进行，由盈凡（青岛）视具体情况而定。

关于保修期的规定，最终解释权归盈凡。

#### VI. Warranty

i. nVent (Qingdao) will provide free warranty to defects caused by manufacturing technique or selected material of its products under normal use condition. Unless otherwise provided, the period of free warranty for storage distributors is 18 months and 12 months for other distributors and Customer. Extra expenses of extension of warranty beyond standard warranty may be charged in accordance with special condition. Manufacture factory shall provide warranty for attachment, option item or corollary equipment which is marked other manufacturer’s nameplate and provided together with our products. Warranty period for attachment, option item or corollary equipment which are marked nVent (Qingdao)’s nameplate is 1 year.

ii. The period of warranty will start from the manufacturer date. Easily damaged parts expressly defined by nVent (Qingdao) are not included in warranty scope. Suggested change period to easily damaged parts will be provided in according with specific use technical condition.

iii. The following will be excluded from warranty scope of nVent (Qingdao): defects caused by misuse, abuse or misapplication in operating equipment which are not conform to operation specification requirements; damages caused by repair without authorization; defects or damages caused by secondary processing or transportation. With the exception of liable for warranty for products of itself, nVent (Qingdao) shall not liable for any direct or accessory losses or expenses caused by equipment operation, use, connection and product applicability.

iv. Under special applicable condition, such as corrosive condition, nVent (Qingdao) will recommend relative components material to Customer based on previous experience, accessible professional information and technical information provided by Customers. Customers will determine selection of materials. nVent (Qingdao) shall not liable for warranty for damaged components and products caused by corrosion on account of Customer’s selection of material components.

v. Within period of warranty, nVent (Qingdao) will provide free repair or replace to product or component which belong to warranty scope after inspection. Repair or replace will be preceded by on-site service or return for repair which will depend on specific situation.

The right of final interpretation to provisions relating to period of warranty belongs to nVent

#### 七、产品接收

对于产品的接收，客户必须检查并在收货当日确认产品的数量、规格等是否正确，并不迟于收到产品之后三个工作日内向盈凡（青岛）报告因运输引起的损坏和缺失。如在三个工作日内没有给出适当的通知，盈凡（青岛）对因运输引起损坏和缺失不负责任。

在三个工作日内没有给出适当通知的情形下，除客户提交追加订单包含此产品并支付相关运费、关税、其他税费和相关费用外，盈凡（青岛）不向客户发送替代产品。

#### VII. Acceptance of Products

Upon receipt of Product, Customer must inspect the accuracy of quantity and specification on the day of acceptance and report to nVent (Qingdao)



any damaged or missing products caused by transportation no later than three (3) working days after receiving such Product. If proper notice is not given within three (3) working days of receipt of the Product, nVent (Qingdao) will not be liable for the damaged or missing Product caused by transportation. In the event missing or damaged Product is not reported within three (3) working days, nVent (Qingdao) will not ship any replacement Product to Customer unless Customer places an additional Order covering such Products and pays for both Orders and any associated freight, duties, fees, taxes and other charges.

## 八、退货

1、退货。客户向盈凡（青岛）提供：要求退回产品的正确数量、购买产品的订单和产品发票，要求退回产品的书面或电子数据形式的确认单。

盈凡（青岛）对退回请求信息进行确认，并向客户签发退回材料确认单（Return Material Authorization 下称 RMA）。

客户承担产品退回支出的所有费用，包括但不限于关税，税费，运输费用。未经盈凡（青岛）确认的退回将会被拒绝。仅盈凡（青岛）卖出的带有现行设计原始纸箱且未被使用的产品退回将被确认。非标准商品，包括按客户规格制造的产品不能被退回。

如果产品在适销状态，盈凡（青岛）将在退货金额中扣除百分之二十（20%）最低 200 美元的退货费用。退回产品的运输费用和其他税款必须预先支付（如发送“到付”至盈凡（青岛）首选承运人，将从退货金额里扣除运输费用）。因适当处理产品至合适状态产生的任何费用，若超过退货费用，盈凡（青岛）将从客户预先账款里做相应扣除。返还产品需妥善包装并无损运输至盈凡（青岛）。

2、库存经销商标准品存货的退回。依据本协议“退货”条款，盈凡（青岛）接受库存经销商（或盈凡（青岛）定义并确认的类似经销商类型）全年购买金额最高百分之十（10%）的滞销库存标准品的退回。若标准品存货是在过去的十二个月内购买，经销商退回此货物时可选择年度退回或者半年度退回。

盈凡（青岛）会发出退货金额，仅用于向盈凡（青岛）购买新产品。退回产品的款项不能用于支付欠盈凡（青岛）的其他债务。

3、质量问题引起的产品返修。客户接受盈凡（青岛）确认的质量问题，方可申请产品返修。

盈凡（青岛）有权决定是否同意产品返修或者采取其他方法（包括现场更换、寄发替换部件）。盈凡（青岛）对客户提供 RMA 号码作为返修授权。未带 RMA 号码的返修将被拒绝。

## VIII. Returned Goods

i. Returned Goods – Customer may request authorization in writing or electronic data to return Products by providing nVent (Qingdao) with correct part numbers for Products requested for return, the Order under which the Products were purchased and the invoice for such Products. Upon nVent's confirmation of the information provided in the return request, it will issue to the Customer return materials authorization ("RMA") with shipping.

Customer shall be responsible for all costs and expenses of returning the Products, including but not limited to duties, taxes, and transportation fees. Returns not authorized by nVent (Qingdao) will be refused. Only unused Products in original cartons of current design sold by nVent (Qingdao) will be considered for return. Non-Stocked Product, including Products built to a Customer's specifications, cannot be returned for credit.

If Products are in salable condition, a twenty percent (20%) restocking charge with a ¥200 minimum will be deducted from nVent (Qingdao)'s credit memorandum on the returned Product. Transportation charges and any applicable taxes on the returned Products must be prepaid (or deducted from the credit memorandum if sent "collect" on a nVent (Qingdao) preferred carrier). Any cost incurred in placing the Products into suitable condition will be charged to the Customer by a corresponding deduction from the allowed credit. Products returned for credit must be carefully packed so as to reach nVent (Qingdao) without damage.

ii. Stocked Products Return – Pursuant to Section "Returned goods" hereof, nVent (Qingdao) may accept the return of slow-moving stocked Product from Stock Distributor (Or equivalent distributor type defined by nVent (Qingdao)) up to a maximum of ten percent (10%) of the total annual amount of stock Product purchased by Distributor. Distributor may return such Product either in one yearly return or two semi-annual returns, provided it is stocked Product purchased by Distributor within the last twelve months.

nVent (Qingdao) will extend a Credit Memorandum for Product returned that can only be used to purchase new Product from nVent (Qingdao). These credits for returned Product cannot be used to pay any other balances owed to nVent (Qingdao).

iii. Products return for repair caused by quality issue – Customer can apply for products return for repair if nVent (Qingdao) accepts the quality issues owe by nVent (Qingdao), and nVent (Qingdao) has the right to decide whether agree the application of return for repair or use other solution. nVent (Qingdao) will provide RMA number to Customer as authorization of return for repair, returns without RMA number will be refused.

## 九、产品知识产权

1、在本协议期间，直到保密条款非经违反合同被大众广泛知晓，除在本节允许之外，任何一方不得向他人泄露对方保密信息。除为履行本协议义务，任何一方不得以其他目的使用另一方保密信息。

2、所交付货物的或与之有关的工业和知识产权属盈凡（青岛）或有权享有的第三方所有，从不会转让给客户。

## IX. Product Intellectual Property Right

i. During the term of this Agreement and until such time that Confidential Information becomes generally available to the public other than by breach of this Agreement, neither Party will disclose to any person any Confidential Information of the other Party, except as permitted in this Section. No Party may use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

ii. Industrial and intellectual property rights of delivery goods belong to nVent (Qingdao) or other entitled third party and will not be transferred to Customer thereby.

## 十、责任限制

本协议下盈凡（青岛）所有责任的最大限额应该是订单价格的 100%。无论协议如何规定，盈凡（青岛）无须对客户的下列损失负责：使用或生产损失，收益、利润或预期利润损失，任何性质的特殊的、意外的、间接的或继起的损失或损害，无论这些损失和损害何时产生，也不论是否因合同、侵权（包括过失）、严格责任或其它原因而产生。本款规定不适用于故意或重大过失导致的任何损失。

## X. Limitation of Liability

The maximum liability of nVent (Qingdao) under this agreement will be 100% of Order amount. Whatever the way this agreement agreed, nVent (Qingdao) shall not be responsible for Customer's following losses: utility or production loss, income, profit or expected profit loss, specific, accidental, indirect or ensued loss or damage of any nature no matter when it was generated and no matter how it was generated by contract liability, tort (including fault), strict liability or other reasons. This item shall not be applicable to any loss caused by intentional misconduct or gross negligence.

## 十一、风险转移和接收

除在补充协议或者订单条款里有规定，所有产品的运输（包括修理和替代产品的运输），通过货交承运人（适用 FCA 条款），风险自货交第一承运人，装至车辆上转移至客户。

## XI. Passing of Risk and Acceptance

Unless otherwise provided in the supplemental agreement or Order Terms, all Product deliveries (including deliveries after repair or replacement) will be made Free Carrier (FCA) nVent (Qingdao)'s warehouse, risk passes to the Customer on delivery items loaded on the truck and handed over to the first freight carrier.

## 十二、管辖地和法律适用



- 1、若本订单合同和经销商协议有冲突，依照经销商协议。
- 2、本合同的签订、履行、解除等均适用中华人民共和国法律。任何争端应当通过当事方协商解决，协商不成，向盈凡（青岛）登记住所地有管辖权法院起诉。
- 3、本合同以中文为准，英文供参考。

#### **XII. Place of jurisdiction and applicable law**

- i. Follow the terms in distributor agreement if there're any term conflicts between this Order contract and distributor agreement.
- ii. Any dispute should be settled through friendly consultation between the parties; if there's no settlement, parties concerned can submit the lawsuit to the court of the registered domicile of nVent (Qingdao).
- iii. More issues shall follow Laws of the People's Republic of China.

#### **十三、产品规格**

- 1、产品和部件。盈凡（青岛）应按照各方书面订立的规格文件提供，包括但不限于功能、履行、质量和技术需求。若客户没有特殊要求，视为适用盈凡（青岛）产品规格。
- 2、对于客户提供错误的规格要求产生的直接或间接损失，盈凡（青岛）不负责任。盈凡（青岛）不受客户和第三方签订的产品技术协议约束。

#### **XIII. Products Specifications**

- i. Products and components nVent (Qingdao) provided should comply with the specification documents written agreed by the parties, including but not limited to functions, performances, quality and technical requirements. The Customer agrees to use nVent (Qingdao) products specification if Customer has no special requirements.
- ii. nVent(Qingdao) has no responsibilities to take the direct and indirect loss if it is caused by wrong specification requirements provided by Customer. The products technical agreement signed between the Customer and any third party shall not be binding upon nVent (Qingdao).

#### **十四、合同生效**

本订单合同自各方代表签字盖章之日起生效。

#### **XIV. Contract Validity**

Effectiveness date of the Order contract is the date when both parties' authorizers signed and stamped by official seal or contract seal.