

销售一般条款

1. 销售一般条款的效力

1.1 所有德拉斯金刚石工具(苏州)有限公司的货物（以下简称“货物”）的销售与供应均应当遵从德拉斯金刚石工具(苏州)有限公司（以下简称“卖方”）所规定的一般条款，购买者（以下简称“买方”）所发送的任一订单均意味着其对此予以认可。

1.2 任何有关销售一般条款的例外性规定，必须经由卖方以书面形式作出明确认可才能生效。除非双方通过书面形式作出相反约定，本销售一般条款的效力高于买方的有关采购的一般条款，而不论向买方发送销售一般条款或卖方收到采购一般条款的时间

2. 订单与订单的确认

2.1 对于向卖方发送的订单，买方在60日的期间内不得作出撤销。

2.2 一旦收到订单，卖方应当发送相应的订单确认书，明确指出所有的合同条款并要求买方对此作出书面认可。订单确认书构成一项合同要约，只有当卖方收到买方审慎签署的订单确认书后，合同才得以成立。

2.3 如果相对方在60日内取消、变更或部分撤销订单，卖方有权获得共计为订单所涉及的货物总价值的20%的赔偿金，并保留追究进一步的损害赔偿的权利。各当事方均认可卖方有接受或拒绝订单的自由；在拒绝一项或多项订单的情形下，买方不得以任何名义提出任何有关损害赔偿的要求。

3. 协议的内容

3.1 协议的内容仅包括卖方所发送的订单确认书中指明的货物与服务。任何附加服务均应由双方以书面形式作出认可，并另行开具发票。

4. 价格

4.1 在不排除以书面形式作出特殊约定的前提下，除非存在明确的相反约定，销售价格是“工厂交货价”（“Ex Works”），不包含包装费、关税以及其它税费。

4.2 除非以书面形式作出相反的约定，应当在发票开具日后30日内完成价款的支付。

5. 交付与运输

5.1 交付的期限仅具粗略预计意义，其绝不具备基本条款的法律性质，并不对卖方产生约束力。

5.2 买方知晓自己不能就货物运输环节相对预计的日期产生的任何迟延提出赔偿要求。

5.3 当然，准时支付双方约定的到期价款是交付的前提条件。

6. 所有权的保留

6.1 卖方保留货物的所有权，直至合同价款得到足额的支付；在此时刻之前，卖方有权随时收回所有权保留的货物。

6.2 约定期限届满之时未支付价款或者只是部分支付，此时不设宽限期，直接适用以下规则：

a. 买方应当向卖方支付自约定付款日至实际付款日的逾期付款利息，其比率等于中国人民银行发布的同期人民币贷款利率；

b. 卖方有权立即终止任何其它供应，包括与其它订单相联系的标的；

c. 买方应当立即支付任何其它应付款项，由此卖方也有权要求买方立即支付与已签署并履行的各项合同相关的所有未结清款项。



ISO 9001
Cert. n° 0763

Dellas S.p.A.

Via Pernisa, 12 - 37023 Lugo di Grezzana (VR) - Italy

Tel. +39 045 8801522 - Fax +39 045 8801302

www.dellas.it - e-mail: info@dellas.it

Cap. soc. € 8.000.000 i.v. - R.E.A. VR 176288

R.I. VR 19145 - Cod. Fisc. 00519470173

Partita IVA IT 01715880231

7. 担保与争议

7.1 卖方担保货物的质量不具有瑕疵。该担保仅涵盖金刚石部件的匹配性，卖方在其订单确认书中明确的货物特性，以及根据特定工艺规则实现金刚石部件在不锈钢部件上的焊接或安装。与金刚石线相关联的金属缆可能产生损害，因此买方必须在使用时遵从设备制造商和机器生产商所提供的操作指南以及保护操作者安全的相关规范，并且与处于运行状态的设备保持必要的距离。

7.2 买方有权检查交付的货物和订购的货物的相符性，确认交付的货物是否符合合同所规定的特征；自收到货物起8日以内，如果发现缺陷或者瑕疵，可以通过电子邮件或者传真作出投诉，同时提交运输者签署的货物交付文件的复印件，过期无效。如果货物瑕疵在交付当时不可察觉，则必须自发现货物瑕疵起8日内向卖方作出投诉，过期无效。

7.3 卖方对所售货物的特殊使用方式不承担担保责任。如果买方在自己的机器上使用金刚石设备，则买方自己承担由此产生的责任，卖方不承担与机器、设备整体的运转速度和切割结果相关的任何责任。

7.4 在任何情况下，卖方就可能的瑕疵或质量缺陷所承担的责任，仅限于在合理期限内更换确实存在瑕疵或不具备合同所规定的特质的货物，或者自行决定退还销售价款。在此明确排除赔偿可得利益的损失。

7.5 在瑕疵投诉的同时，应当同时给予瑕疵货物的处置权，指出在何处可以对其进行检验。

7.6 上述担保的前提条件是货物在使用中遵守了卖方的技术说明与指令，并且该担保期限为12个月，自货物交付之日起计算。

8. 退货

8.1 卖方不接受任何原因或名义下的退货。

8.2 唯一可能接受退货的情形是与货物瑕疵相关的情形，条件是相关方根据第7条规定的期限与方式提出适当的主张。

9. 大理石排锯带钻石刀头的锯条条件

9.1 卖方只对其提供的钢带以及刀头的工作表现实行保证。因机械故障造成的切割数量不足，以及客户提供的钢带寿命及性能状态不属于卖方保证的范围。

9.2 实际切割数量以买卖双方切割记录为依据。

9.3 在使用过程中，如有迹象表明预测切割数量无法达到保证数量，买方有义务通过书面形式向卖方沟通，以便及早发现问题，更好的解决与预防。

9.4 卖方将提供免费技术支持，负责解决产品使用中出现的的问题，帮助客户解决疑难。

9.5 如果是复焊，买方必须提供状况良好的钢带，其复焊不得超过2次，以保证常态工作。

9.6 如果因为钢带状态或其他机械原因，致使切割异常，卖方将会协助解决问题。

10. 法律适用与管辖法院

10.1 有关销售与服务供应的合同将适用中国法，在此明确排除适用有关货物销售的1980年维也纳公约。当事方之间任何有关合同的订立、解释、履行以及解除所产生的纠纷，均由苏州的法院专属管辖。

批准:

日期:

客户确认签章:

日期:



ISO 9001
Cert. n° 0763

Dellas S.p.A.

Via Pernisa, 12 - 37023 Lugo di Grezzana (VR) - Italy

Tel. +39 045 8801522 - Fax +39 045 8801302

www.dellas.it - e-mail: info@dellas.it

Cap. soc. € 8.000.000 i.v. - R.E.A. VR 176288

R.I. VR 19145 - Cod. Fisc. 00519470173

Partita IVA IT 01715880231

GENERAL CONDITIONS OF SALE

1. Validity of the General Terms of Sale

1.1 All sales and supplies of Dellas Diamond Tools (Suzhou) Co. Ltd. products (the “Products”) are subject to the general conditions of sale established by Dellas Diamond Tools (Suzhou) Co. Ltd. (the “Vendor”) and every order sent shall imply acceptance thereof by the purchaser (the “Purchaser”).

1.2 Any derogation from the general conditions of sale shall only be valid if expressly approved in writing by the Vendor. Unless otherwise agreed in writing, these general conditions of sale shall prevail over any terms of purchase of the Purchaser, regardless of when sent to the Purchaser and/or received by the Vendor.

2. Orders and Order Confirmation

2.1 The orders sent to the Vendor cannot be revoked by the Purchaser for a period of 60 days.

2.2 Upon receipt of the order, the Vendor shall send the relative order confirmation with an indication of all contractual terms and request of written acceptance of the same by the Purchaser. The order confirmation shall constitute a contractual offer and the contract will be concluded only upon receipt by Vendor of the offer confirmation duly signed by the Purchaser.

2.3 In the event of cancellation, variation or partial revocation of the order by the proposing party within 60 days, the latter shall incur a penalty of 20% of the total value of the Products for which the order had been made, without prejudice to the right of reimbursement of further damages. The parties acknowledge that the Vendor shall be at liberty to accept or refuse the orders; in the event of refusal of one or more orders, the proposing party may not request payment for any damages, under any title.

3. Subject of the Agreement

3.1 The subject of the Agreement only includes goods and services indicated in the order confirmation submitted by the Vendor. Any additional service shall be agreed to in writing and shall be invoiced separately, made, without prejudice to the right of reimbursement of further damages. The parties acknowledge that the Vendor shall be at liberty to accept or refuse the orders; in the event of refusal of one or more orders, the proposing party may not request payment for any damages, under any title.

4. Prices

4.1 Without prejudice to specific conditions agreed to in writing, the sale prices, unless otherwise expressly agreed, are “Ex Works” and net of packaging costs, duties and taxes.

4.2 Unless otherwise agreed in writing, payment shall take place within 30 days from the date of invoice.

5. Delivery and Transport

5.1 The terms of delivery are only approximate and are not binding on the Vendor.

5.2 The Purchaser acknowledges that he/she shall not be entitled to claim any damages for any delay in the delivery of the merchandise from the approximate date indicated.

5.3 Nevertheless, the delivery is conditional to the punctual payment of sums agreed upon and due.



ISO 9001
Cert. n° 0763

Dellas S.p.A.

Via Pernisa, 12 - 37023 Lugo di Grezzana (VR) - Italy

Tel. +39 045 8801522 - Fax +39 045 8801302

www.dellas.it - e-mail: info@dellas.it

Cap. soc. € 8.000.000 i.v. - R.E.A. VR 176288

R.I. VR 19145 - Cod. Fisc. 00519470173

Partita IVA IT 01715880231

6. Retention of Title

6.1 The Vendor shall retain ownership of the Products sold until full payment of the purchase price. Until then, the Vendor shall be entitled to reclaim the products at any time.

6.2 Non-payment or only partial payment on the due dates agreed upon of itself, and hence with no need for any express placing in default shall trigger:

- a. Default interest at the rate of the Interest Rate for RMB Loans established by the People's Bank of China for the relevant period shall run in favour of the Vendor from the due date of payment until actual settlement.
- b. The Vendor shall be entitled to immediately interrupt any other supplies, including those relative to other orders;
- c. The Purchaser may be requested to pay immediately any other pending sums, with the Vendor thus being entitled to demand immediate payment of the whole debt due for all supplies carried out and not yet settled for all different contracts of sale concluded with the buyer.

7. Warranty and Disputes

7.1 The Vendor warrants the quality of the Products and that these are free from any defects. The Vendor's guarantee is limited to the conformity of the diamond segments or diamond beads and to the specifications detailed in his offer and in the ensuing confirmation of order, and to the aptness of weldings or assembling of diamond segments or diamond beads on steel supports. The steel wire of support of the diamond wire can be subject to rupture, hence the Buyer is obliged to operate following the use instructions of the Products indicated by the producer of the machinery and the provisions for the safety of the operators, keeping at safe and adequate distance from the machinery when it is being operated.

7.2 The Purchaser shall ensure that the Products delivered comply with the order and shall verify that these correspond to the agreed contractual specifications. The latter shall send notification of any defects by email or fax, together with a copy of the delivery document signed by the carrier, within 8 days of receipt of the Products on pain of forfeiture. Any latent defects not noticeable upon delivery, shall be notified to the Vendor within 8 days from their discovery, on pain of forfeiture.

7.3 The Vendor does not guarantee any specific use of the goods sold. The diamond tools are used on the Purchaser's machines entirely under his own responsibility, thus releasing the Vendor from any liability, as to the cutting speed and performance of the tools-machinery combination.

7.4 In the event of defective products or items lacking the quality agreed upon, the Vendor shall have the option either to replace the defective and/or low quality products within a reasonable time or to refund the price. Reimbursement for loss of profit is expressly excluded.

7.5 At the time of notification of a defect, the Purchaser must make the defective item available for inspection.

7.6 The warranty shall only apply where the Products are used according to the instructions and technical guidelines provided by the Vendor and shall be valid for 12 months from the date of delivery of the product.



ISO 9001
Cert. n° 0763

Dellas S.p.A.

Via Pernisa, 12 - 37023 Lugo di Grezzana (VR) - Italy

Tel. +39 045 8801522 - Fax +39 045 8801302

www.dellas.it - e-mail: info@dellas.it

Cap. soc. € 8.000.000 i.v. - R.E.A. VR 176288

R.I. VR 19145 - Cod. Fisc. 00519470173

Partita IVA IT 01715880231

8. Returns

8.1 The Vendor shall not accept Product returns for any reason or under whatever title.

8.2 The only returns accepted shall be for defective goods, provided that the procedure indicated at clause 7.

9. Specific conditions applicable to Diamond Gangsaw Blades

9.1 The Vendor guarantees the performance of the blades and segments, excluding the lack of performance caused by mechanical problems, and the life and situation of customer offered blades is not covered by the Vendor's guarantee.

9.2 The actual cutting performance will be established by the cutting report by both the Vendor and the Purchaser.

9.3 The Purchaser is obliged to communicate to the Vendor in writing if it foresees that the performance of the Products is not going to reach the Guarantee, in order to have better and earlier solution of better cutting.

9.4 The Vendor shall offer free technical support during the gang saw using, and shall solve the technical problems caused by the segments working.

9.5 For retipping, the Purchaser has to offer the blades in good condition, retipped not more than 2 times, in order to have the work in normal conditions.

9.6 The Vendor will help to solve the problems if there is abnormal cutting caused by the bad situation of blades and other mechanical reasons.

10. Applicable Law and Jurisdiction

10.1 Chinese law shall govern the contracts of sale and supply. The People's Court of Suzhou shall have exclusive jurisdiction over any dispute arising between the parties on the conclusion, interpretation, execution or resolution of the contracts between the Parties; it is expressly agreed that no other Court shall have jurisdiction.

Approved by

Date

Customer Confirmation

Date



ISO 9001
Cert. n° 0763

Dellas S.p.A.

Via Pernisa, 12 - 37023 Lugo di Grezzana (VR) - Italy

Tel. +39 045 8801522 - Fax +39 045 8801302

www.dellas.it - e-mail: info@dellas.it

Cap. soc. € 8.000.000 i.v. - R.E.A. VR 176288

R.I. VR 19145 - Cod. Fisc. 00519470173

Partita IVA IT 01715880231