

SALES CONTRACT

销售合同

(Contract no.:)

1. PARTIES TO THE AGREEMENT / 协议双方

1.1. Party A (Buyer):

[Company Name]

[Company Address]

Referred to as the "Party A" in this agreement.

甲方(买方):

[公司名称]

[公司地址]

本协议中称为“甲方”。

1.2. Party B (Seller):

[Company Name]

[Company Address]

Referred to as the "Party B" in this agreement.

乙方(卖方):

[公司名称]

[公司地址]

本协议中简称“乙方”。

2. DESIGNATED CONTACT PERSONS / 指定联系人

In case any questions or issues arise, designated contact persons will assist in resolving the matter promptly. The parties agree to designate the following contact persons responsible for the implementation of the contract terms and for handling any issues that may arise during the contract's execution:

如果出现任何问题或问题, 指定联系人将协助及时解决问题。双方同意指定以下联系人负责执行合同条款并处理合同执行过程中可能出现的任何问题:

2.1. Party A (Buyer):

Name: [Name of Contact Person]

Position: [Position]

Phone: [Phone Number]

Email: [Email Address]

姓名: [联系人姓名]

职位:[职位]
电话:[电话号码]
电子邮件:[电子邮件地址]

2.2. Party B (Seller):

Name: [Name of Contact Person]
Position: [Position]
Phone: [Phone Number]
Email: [Email Address]

姓名:[联系人姓名]
职位:[职位]
电话:[电话号码]
电子邮件:[电子邮件地址]

3. GOVERNING LANGUAGE / 管辖语言

3.1. Language of the Contract / 合同语言:

This contract is written in English and Chinese. In case of any discrepancies between translations, the English version shall prevail.

本合同以英文和中文书写。如翻译版本有任何差异，以英文版本为准。

3.2. Acknowledgment of Understanding / 理解确认:

Both parties confirm that they are fluent in English and fully understand the contents of this contract written in English. The Party B agrees not to raise any defense or objection on the grounds that they did not understand the contract because it was written in English. The Party B acknowledges that they accept and fully understand the English language used in this contract and the English version shall prevail.

双方确认，他们能够流利使用英语，并完全理解以英文书写的本合同的内容。乙方同意不会以合同以英文书写而无法理解为由提出任何抗辩或异议。乙方确认，他们接受并完全理解本合同中使用的英语，且以英文版本为准。

4. COMMUNICATION BETWEEN THE PARTIES / 双方之间的沟通

4.1. Communication Methods / 沟通方式

All communication between the parties, including notices, requests, or any other form of communication related to this contract, shall be conducted via email or WeChat.

双方之间的一切沟通，包括通知、请求或与本合同相关的任何其他形式的沟通，均应通过电子邮件或微信进行。

4.2. Binding Nature of WeChat Communication / 微信通信的约束性

Communication via WeChat will be considered official and binding. Any agreements or discussions made through WeChat will be treated as valid and enforceable in accordance with the terms of this contract.

Both parties agree that WeChat communication may be used as evidence in case of disputes, and any agreements made in WeChat conversations shall be adhered to as part of this contract.

通过微信进行的通信将被视为正式且具有约束力。通过微信达成的任何协议或讨论将根据本合同条款被视为有效且可执行。双方同意，微信通信可在发生争议时作为证据，并且微信对话中达成的任何协议均应作为本合同的一部分遵守。

5. ORDERED PRODUCTS AND REQUIREMENTS / 订购产品及要求

5.1. Production Requirements / 生产要求

The Party B agrees to produce the products listed in Appendices 1-5, ensuring that they meet the required EU standards.

乙方同意生产附录 1-5 所列的产品，确保其符合所需的欧盟标准。

5.2. Detailed Quotations and Agreed Conditions / 详细报价和约定条件

The detailed quotations, referred to as Appendix 1, Appendix 2, Appendix 3, Appendix 4, and Appendix 5, outline all agreed-upon conditions. These appendices are integral parts of this contract, and the Party B must manufacture the products in accordance with the specified requirements. Any changes to these conditions must be mutually agreed upon by the parties via email.

详细报价(称为附录 1、附录 2、附录 3、附录 4 和附录 5)概述了所有约定的条件。这些附录是本合同的组成部分，乙方必须按照规定的要求制造产品。对这些条件的任何更改必须由双方通过电子邮件达成一致。

5.3. Accessories for Product Usage / 产品使用配件

The Party B must provide all accessories necessary for proper and trouble-free usage.

乙方必须提供产品正常、无故障使用所需的所有配件。

5.4. Modification of Product Specifications / 产品规格的修改

Any changes to product specifications must be agreed upon by both parties via email before production begins.

任何产品规格的变更必须在生产开始前由双方通过电子邮件达成一致。

5.5. Audit Rights / 审计权

The Party A reserves the right to audit the production processes of the Party B, including quality control systems and raw material compliance, after providing prior notice.

甲方保留在事先通知后，审计乙方生产流程(包括质量控制系统和原材料合规性)的权利。

6. CERTIFICATES AND DOCUMENTATION / 证书和文件

6.1. CE Certification for Products (if applicable) / 产品 CE 认证(如适用):

The Party B undertakes to obtain a CE certificate before shipping. The Party B is responsible for ensuring

that all necessary certificates are in place and that they apply to the products ordered by the Party A, which are required for trouble-free export to the EU and subsequent importation into the EU. The Party B guarantees that these certificates are original and valid. If the certificates are found to be invalid or not original, the Party B must refund 100% of the paid amount to the Party A's bank account (the same account from which the deposit was made) within 3 days after the issue is discovered. The CE documents will be shown and attached to this contract under Appendix 6. Furthermore, the Party B ensures that a nameplate will be affixed to each product, displaying the model number as shown in the CE certificate, along with the CE logo.

乙方承诺在发货前获得 CE 证书。乙方负责确保所有必要的证书均已到位, 且适用于甲方订购的产品, 这些证书对于顺利出口到欧盟以及随后进口到欧盟必不可少。乙方保证这些证书是原件且有效的。如果发现证书无效或非原件, 乙方必须在发现问题后的 3 日内将 100% 的已付款项退还至甲方的银行账户(即存款的同一账户)。CE 文件将显示并附在本合同的附录 6 下。此外, 乙方确保每件产品都贴上铭牌, 显示 CE 证书中所示的型号以及 CE 标志。

6.2. Certification for Pre-Certified Products (if applicable) / 预认证产品的认证(如适用):

For products already certified, the Party B is responsible for ensuring that they have all necessary certificates and guarantees that these certificates apply to the products ordered by the Party A, which are required for trouble-free export to the EU and subsequent importation into the EU. The Party B guarantees that these certificates are original and valid. If the certificates are found to be invalid or not original, the Party B must refund 100% of the amount already paid for the order to the Party A's bank account (the same account from which the deposit payment was made) within 3 days after the issue is discovered. The certificates are attached as Appendix 6.

对于已认证的产品, 乙方负责确保其拥有所有必要的证书, 并保证这些证书适用于甲方订购的产品, 这些证书是顺利出口到欧盟并随后进口到欧盟所必需的。乙方保证这些证书是原件且有效的。如果发现证书无效或不是原件, 乙方必须在发现问题后的 3 日内将已支付的订单金额的 100% 退还到甲方的银行账户(与支付定金的账户相同)。证书附在附录 6 中。

7. PAYMENT SCHEDULE, DELIVERY CONDITIONS, AND TIMELINE REQUIREMENTS / 付款时间表、交货条件和时间要求

7.1. Order Value / 订单价值:

As per Proforma Invoice no. [Invoice no.] (This forms an integral part of the contract as Appendix 1.), the total value is [Total value], including all accessories.

根据形式发票号 [发票号码](作为附件 1, 构成合同的组成部分), 总价值为 [总价值] 美元, 包括所有配件。

7.2. Payment Method / 付款方式:

A 30% deposit is payable upon signing the contract, with the remaining 70% balance due after the Party B completes production. Before the balance payment, the Party B must provide videos and pictures of the products for quality inspection. The Party B must also ensure that if requested by the Party A, a live quality check is provided via video call. Additionally, the Party A has the right to send a third-party inspection company.

签订合同时需支付30%定金，乙方完成生产后需支付剩余70%余款。在支付余款前，乙方必须提供产品的视频和图片以供质量检验。乙方还必须确保如果甲方要求，通过视频通话提供现场质量检查。此外，甲方有权派遣第三方检验公司。

7.3. Currency Exchange Risk / 货币兑换风险:

All payments under this contract shall be made in USD. The Party A is not liable for any currency fluctuations or conversion fees incurred by the Party B.

本合同项下的所有付款均以美元支付。甲方对乙方产生的任何货币波动或兑换费用不承担责任。

7.4. Delivery Terms / 交货条款:

Once production is completed, the Party B must contact and cooperate with the Party A's designated forwarding agent.

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Production to be completed within 35 days of deposit receipt.

Delays beyond 45 days will incur a price reduction to 95%. Beyond 60 days, a full refund of the deposit is required within 3 days and bear the liquidated damages of 20% of the total products value. In addition, Party B reserves the right to unilaterally terminate the agreement if Party A delays delivery.

生产完成后，乙方必须与甲方指定的货运代理联系并合作。

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生产应在收到定金后 35 天内完成。

超过 45 天的延迟将导致价格降低 95%。超过 60 天，必须在 3日内全额退还定金，并承担产品总价值20%的违约金。此外，乙方保留在甲方延迟交付时对协议的单方解除权。

7.5. Production Completion Timeframe / 生产完成期限:

The Party B undertakes to complete production within 35 days after the payment is received. The Party B understands that the production time is crucial.

乙方承诺在收到付款后 35 天内完成生产。乙方明白生产时间至关重要。

7.6. Price Reduction for Delays / 延期降价:

If the Party B delays beyond 45 days, they agree to reduce the price to 95% of the original price, making the total amount [Total amount].

如果乙方延期生产超过45天，则同意将价格降至原价的 95%，总金额为 [总金额] 美元。

7.7. Penalty for Delivery Delays / 交货延迟罚金:

If the Party B delays beyond 45 days after the agreed delivery date, the payment will be reduced to 95% of the original contract value. If delivery is delayed by more than 55 days, the payment will be reduced to 80% of the original contract value. If delivery is delayed by more than 65 days, the Party A is entitled to a full refund of any payments made (including the deposit) within 3 days and bear the liquidated damages of 20% of the total products value.

如果乙方延期生产超过45天, 则付款将减少至原合同价值的 95%。如果交货延迟超过 55 天, 则付款将减少至原合同价值的 80%。如果交货延迟超过 60天, 甲方有权要求乙方在 3日内全额退还已支付的任何款项(包括定金),并承担产品总价值20%的违约金。

7.10. Payment Based on Proforma Invoice / 依据形式发票付款:

Payment will be made based on Proforma Invoice: **[Invoice no.]** (This is an integral part of the contract under the name Appendix 1).

付款将根据形式发票进行:**[发票号码]**(这是附件 1 项下合同的组成部分)。

Banking Details for Payment:

Beneficiary Name: **[Insert beneficiary Name]**

Bank Name: **[Insert Bank Name]**

SWIFT Code: **[Insert SWIFT Code]**

IBAN: **[Insert IBAN Number]**

All bank fees associated with the transfer shall be borne by the Party A. The Party A agrees to use the **OUR** version of the bank transfer, ensuring that all costs related to the transfer are paid by the Party A and the full amount is received by the Party B.

付款银行详细信息:

受益人姓名:**[插入受益人姓名]**

银行名称:**[插入银行名称]**

SWIFT 代码:**[插入 SWIFT 代码]**

IBAN:**[插入 IBAN 号码]**

与转账相关的所有银行费用均由甲方承担。甲方同意使用 OUR 版本的银行转账, 确保与转账相关的所有费用由甲方支付, 且全额由乙方收到。

7.10. Customs and Taxes / 关税和税费

7.10.1. Import Duties and Taxes / 进口关税和税费:

The parties agree that all import-related taxes, customs duties, and charges will be borne by the Party A (Buyer).

双方同意, 所有进口相关税费、关税和费用均由甲方(买方)承担。

7.10.2. Export Duties and Taxes / 出口关税和税费:

The parties agree that all export-related taxes, customs duties, and charges will be borne by the Party B (Seller).

双方同意, 所有出口相关税费、关税和费用均由乙方(卖方)承担。

7.11. Transfer of Ownership / 所有权转移:

Ownership of the products will transfer to the Party A upon full payment and delivery to the designated location. Any risk of damage or loss before ownership transfer remains with the Party B.

产品所有权将在付款全额并交付至指定地点后转移给甲方。所有权转移前的任何损坏或损失风险仍由乙方承担。

7.12. Acceptance Testing / 验收测试:

The Party A reserves the right to inspect and test the products upon arrival at the destination once more. If the products fail to meet the agreed specifications or quality standards, the Party A may reject them and request a replacement or full refund. The costs of returning rejected products shall be borne by the Party B.

甲方保留在产品抵达目的地后再次对其进行检查和测试的权利。如果产品不符合约定的规格或质量标准,甲方可以拒绝接受并要求更换或全额退款。退回被拒收产品的费用应由乙方承担。

7.13. Addition of Clause Regarding Extra Costs During Manufacturing / 增加制造期间额外费用条款:

If any extra costs arise during production that were unforeseen and not included in the contract, the Party B will bear the costs.

如果在生产过程中产生任何不可预见且未包含在合同中的额外费用,则乙方将承担该费用。

7.14. Failure to Respond During Production / 生产期间未回应:

If any questions or issues arise during the production phase, the Party A is required to respond within 8 days to avoid delays in production.

如果在生产阶段出现任何问题或问题,甲方必须在 8 日内作出回应,以避免生产延误。

7.15. Responsibility for Shipping Errors/运输错误责任:

The Party B is fully responsible for ensuring that the products are correctly packed, labeled, and shipped. In the event of damage or loss during transportation due to improper packaging or labeling, the Party B shall cover all related costs, including but not limited to re-shipping, customs clearance, and product replacement.

乙方全权负责确保产品正确包装、贴标和运输。如果由于包装或贴标不当导致运输过程中损坏或丢失,乙方应承担所有相关费用,包括但不限于重新装运、清关和产品更换。

7.16. Balance Payment and Storage Charges / 余款及仓储费:

If the Party A fails to pay the full balance within 90 days after the completion of production and acceptance check, the Party A forfeits the right to purchase the goods and loses the deposit. The delay will be considered a breach of contract. The Party B is also entitled to charge storage fees for the goods. The storage fee shall not exceed 1% of the total value of the goods per week. These charges will accrue weekly until the full payment is received. However, if the Party A decides to forfeit the deposit and not proceed with the purchase, no storage fees will be charged.

如果甲方未能在生产完成并经过验收通过后 90 天内支付全部余款, 甲方将丧失购买货物的权利并失去定金。延迟将被视为违约。且乙方有权收取货物的仓储费。仓储费每周不得超过货物总价值的 1%。这些费用将按周累计, 直至收到全额付款。但是, 如果甲方决定放弃定金并且不继续购买, 则不会收取仓储费。

8. INTELLECTUAL PROPERTY RIGHTS (IF APPLICABLE) / 知识产权 (如适用)

The Party B agrees that all designs, specifications, or information shared by the Party A remain the property of the Party A. The Party B shall not use, reproduce, or disclose these without prior written

乙方同意, 甲方共享的所有设计、规格或信息仍为甲方的财产。未经事先书面同意, 乙方不得使用、复制或披露这些内容。

9. WARRANTY / 保证

9.1. Warranty Period / 保修期:

The warranty period starts upon delivery to the buyer's designated place.

保修期自交付至买方指定地点起开始。

9.2. Warranty Coverage / 保修范围:

The warranty period for the products and their accessories is 1 year (If the warranty period of Party B's product exceeds 1 year, the warranty period of Party B shall prevail). If any issues arise during the warranty period, the Party B must provide spare parts free of charge and cover all associated costs, including shipping, customs, and other charges related to the warranty service. The Party B is also obligated to provide online video support to the Party A if requested.

产品及其配件的保修期为 1 年 (如果乙方产品保修超过1年, 以乙方保修期为准)。如果在保修期内出现任何问题, 乙方必须免费提供备件并承担所有相关费用, 包括运费、关税和与保修服务相关的其他费用。乙方还有义务在甲方要求时为其提供在线视频支持。

9.3. Notification of Warranty Issues / 保修问题通知:

The Party A may report warranty-related issues with the products at any time during the warranty period. There is no requirement for an inspection of the products upon delivery, and the Party A may notify the Party B about any issues with the products at any point during the warranty period. The products will remain under warranty for the entire duration of the period, regardless of when the issue is reported.

甲方可在保修期内的任何时间报告产品保修相关问题。产品交付时无需检查, 甲方可在保修期内的任何时间通知乙方产品存在的问题。无论何时报告问题, 产品在整个保修期内均享受保修。

9.4. Replacement of Defective Products / 更换缺陷产品:

The Party B is responsible for replacing defective products within 30 days at their warehouse. This period does not include the shipping time. The cost of replacing defective products, including shipping, will be borne by the Party B.

乙方负责在 30日内更换其仓库中的缺陷产品。此期限不包括运输时间。更换缺陷产品的费用 (包括运输费用) 将由乙方承担。

9.8. Training and Support (if applicable) / 培训和支持(如适用):

The Party B shall provide online training sessions and user manuals in English to ensure the proper use of the products. Any costs related to training are included in the contract price.

乙方应提供在线培训课程和英文用户手册，以确保正确使用产品。与培训相关的任何费用均包含在合同价格中。

9.9. Deduction from Future Orders (if applicable) / 从未来订单中扣除(如适用):

In the event of defective products, the Party A may request a deduction of the value of the defective products from their next order, provided that the Party A agrees to this in writing. This practice is not applicable unless both parties mutually agree in writing. If no written agreement is provided, this deduction cannot be applied.

如果产品有缺陷，甲方可要求从其下一个订单中扣除缺陷产品的价值，前提是甲方以书面形式同意。除非双方以书面形式相互同意，否则此做法不适用。如果没有提供书面协议，则不能应用此扣除。

9.10. Refunds and Responsibilities / 退款和责任:

If the Party B fails to repair or replace the defective products, the Party B shall refund the full purchase price of the products to the Party A. This refund must be issued within 14 calendar days of the determination that the defective product cannot be repaired or replaced.

如果乙方未能维修或更换有缺陷的产品，乙方应向甲方退还产品的全部购买价格。此退款必须在确定有缺陷的产品无法维修或更换后的 14 个日历日内发出。

9.10.1. Refund Threshold / 退款门槛:

Refunds will only be processed for defects valued above USD 100. In cases where the defective products' value is below USD 100, no refund will be issued, and the issue will be resolved through repair or replacement.

仅当缺陷产品价值超过 100 美元时才可退款。如果缺陷产品价值低于 100 美元，则不予退款，问题将通过维修或更换解决。

9.10.2. Refund Method / 退款方式:

The Party B may choose the method of refund, either via PayPal or bank transfer, at their discretion.

乙方可自行选择退款方式，通过 PayPal 或银行转账。

9.11. Return Shipping for Repairs / 维修返还运费:

In case the defective products need to be repaired, the Party B is responsible for the cost of returning the defective products to China for repair. Once the repair is completed, the Party B will bear the cost of returning the repaired or replaced products to the Party A.

如缺陷产品需要维修，乙方应承担将缺陷产品送回中国维修的费用。维修完成后，乙方应承担将维修或更换的产品返还给甲方的费用。

9.12. Customs and VAT on Returned Products / 退回产品的关税和增值税:

The Party B is responsible for customs clearance and any applicable import VAT on the products being returned to China for repair or replacement. The Party A is responsible for any customs duties or import VAT for the repaired products upon their return.

乙方负责退回中国进行维修或更换的产品的清关和任何适用的进口增值税。

9.13. Delivery of Repaired or Replaced Products / 维修或更换产品的交付:

The Party B shall deliver the repaired or replaced products to the Party A using the following shipping method: [Insert shipping method]. The delivery cost will be borne by the Party B.

乙方应使用以下运输方式将维修或更换的产品交付给甲方:[插入运输方式]。运输费用由乙方承担。

10. CONFIDENTIAL INFORMATION / 保密信息

10.1. Confidentiality Agreement / 保密协议:

By entering into a business relationship with the Party A, the Party B agrees to keep any and all information related to this relationship confidential and not disclose it to other potential customers. This includes, but is not limited to, communications via Alibaba.com, email, Skype, WeChat, WhatsApp, other messaging applications, Globalsourcing.com, Amazon.com, or any other communication method. The Party B agrees not to disclose any agreed-upon pricing or terms related to this agreement to any other potential customers, in any form.

通过与甲方建立业务关系,乙方同意对与此关系相关的任何和所有信息保密,不向其他潜在客户披露。这包括但不限于通过 Alibaba.com、电子邮件、Skype、微信、WhatsApp、其他消息应用程序、Globalsourcing.com、Amazon.com 或任何其他通信方式进行的通信。乙方同意不以任何形式向任何其他潜在客户披露与本协议相关的任何商定价格或条款。

11. DISPUTE RESOLUTION / 争端解决

11.1. Legal Representation of the Party A:

In the event of any legal issues, the legal representative of the Party A in the territory of the People's Republic of China is:

Name: Meng Xiaolong (孟小龙)

Office Address: Minhan District, Shanghai, China

Law Firm: Shanghai Gradecode Law Firm (上海权典律师事务所)

Contact: +86 18301707037

The legal representative is authorized to act on behalf of the Party A at any time, without the need for a separate authorization letter, and may take any necessary legal action, including but not limited to the representation in court or other legal matters.

遇有法律问题,甲方在中华人民共和国境内的法定代表人为:

Name: Meng Xiaolong (孟小龙)
Office Address: Minhan District, Shanghai, China
Law Firm: Shanghai Gradecode Law Firm (上海权典律师事务所)
Contact: +86 18301707037

法定代表人有权随时代表甲方行事, 无须另行签署授权书, 并可采取任何必要的法律行动, 包括但不限于在法庭或其他法律事务中的代理。

11.2. Dispute Resolution / 争议解决:

Any disputes arising from or related to this contract shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with the arbitration rules of the Commission. The arbitration award shall be final and binding on both parties.

凡因本合同引起的或与本合同有关的任何争议, 均应提交上海仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的, 对双方当事人均有约束力。

11.3. Applicable Law / 适用法律:

The applicable law is Chinese law. This representative will assist the Party A in resolving any legal matters that may arise.

适用法律为中国法律。该代表将协助甲方解决可能出现的任何法律问题。

11.4. Record-Keeping / 记录保存:

Both parties agree to retain all documentation related to this contract, including invoices, quality certificates, and correspondence, for a minimum of **five years** after the completion of the contract. 双方同意在合同完成后至少保留与本合同相关的所有文件五年, 包括发票、质量证书和信函。

12. FORCE MAJEURE / 不可抗力

12.1. Force Majeure Events / 不可抗力事件:

Neither party shall be held responsible for failure or delay in performing all or any part of this agreement due to force majeure events, including but not limited to flood, fire, earthquake, pandemic, drought, war, or any other events beyond the control, prediction, or prevention of the affected party. The party affected by the force majeure event must inform the other party in writing as soon as possible and provide a certificate of the event issued by the relevant authorities within 7 calendar days of its occurrence. The request will be subject to the Party A's approval, which shall not be unreasonably withheld. Failure to comply with these conditions will render the request invalid.

任何一方均不对因不可抗力事件而导致未能履行或延迟履行本协议全部或部分内容承担责任, 包括但不限于洪水、火灾、地震、流行病、干旱、战争或受影响方无法控制、预测或预防的任何其他事件。受不可抗力事件影响的一方必须尽快以书面形式通知另一方, 并在事件发生后 7 个日历日内提供相关部门出具的事件证明。该请求须经甲方批准, 甲方不得无理拒绝。不遵守这些条件将导致请求无效。

12.3. Refund Upon Termination / 合同终止时的退款::

In the event of immediate termination of the contract due to force majeure, if the deposit has been paid, the Party B undertakes to refund the deposit to the Party A as soon as possible, but no later than 14 days after the contract termination.

如果合同因不可抗力而立即终止, 且已支付了押金, 则乙方承诺尽快将押金退还给甲方, 但不得晚于合同终止后的 14 日内。

13. EXPLICIT BREACH DEFINITION / 明确的违约定义

A breach of contract includes but not limited to:

- Failure to deliver products on time.
- Delivery of products that do not meet the agreed specifications or quality standards.
- Providing false or invalid documentation.
- Unauthorized use of the Party A's intellectual property.
- Non-compliance with agreed quantity or timelines.
- Delivery of damaged or substandard products.
- Failure to handle warranty claims and provide necessary repairs or replacements within the stipulated time frame.

违约包括但不限于下列情形:

- 未能按时交付产品。
- 交付的产品不符合约定的规格或质量标准。
- 提供虚假或无效文件。
- 未经授权使用甲方的知识产权。
- 不遵守约定的数量或时间表。
- 交付损坏或不合格的产品。
- 未能在规定的时间内处理保修索赔并提供必要的维修或更换。

14. BREACH OF CONTRACT RESPONSIBILITIES / 违反合同责任

14.1. Responsibilities of the Party B / 乙方的责任:

- Failure to meet agreed product specifications, quality, or quantity
- Delivery of substandard or damaged products.
- Failure to provide required documentation.
- Failure to handle warranty claims and provide necessary repairs or replacements.
- 未能达到约定的产品规格、质量或数量
- 交付不合格或损坏的产品。
- 未能提供所需文件。
- 未能处理保修索赔并提供必要的维修或更换。

14.2. Responsibilities of the Party A / 甲方责任:

- Failure to make timely payment.
- in questionable cases, respond to any questions that may arise in a timely manner

- 未能及时付款。

- 在有疑问的情况下，及时回答可能出现的任何问题

15. REMEDIES FOR BREACH OF CONTRACT / 违约补救措施

15.1. Termination and Refunds / 终止和退款：

If the Second Party fails to perform, the First Party can terminate the contract and request a refund. If the First Party fails to perform, the deposit is forfeited, and no refund is due.

如果乙方未能履行合同，甲方可以终止合同并要求退款。如果甲方未能履行合同，押金将被没收，且不予退款。

15.2. Bank Account for Refunds / 退款银行账户：

Refunds will be made to the same bank account previously used for transactions between the parties. 退款将退至双方之前交易时使用的同一银行账户。

16. LIMITATION OF LIABILITY / 责任限制

The parties agree that neither party shall be liable for indirect, incidental, or consequential damages arising during the performance of this contract.

双方同意，任何一方均不对履行本合同期间产生的间接、附带或结果性损害承担责任。

17. BURDEN OF PROOF / 举证责任

In any legal proceedings arising from this contract, the burden of proof lies with the Party B to demonstrate compliance with all contractual obligations, including but not limited to product quality, delivery timelines, and documentation accuracy.

在因本合同引起的任何法律诉讼中，乙方负有举证责任，以证明其遵守了所有合同义务，包括但不限于产品质量、交货时间表和文件准确性。

18. WAIVER OF COUNTERCLAIMS / 放弃反诉

Both parties agree not to file counterclaims or set-off demands in response to claims made by the other party under this contract. Any counterclaims must be filed separately and shall not delay the resolution of the other party's claims. This provision does not prevent either party from asserting legitimate claims or defenses in separate legal proceedings.

双方同意不针对本合同项下另一方提出的索赔提出反诉或抵消要求。任何反诉必须单独提出，且不得延迟解决另一方的索赔。本条款不妨碍任何一方在单独的法律诉讼中主张合法索赔或辩护。

19. TERMINATION CLAUSE - Termination of the Contract / 终止条款 - 合同终止

Either party may terminate the contract if the other party fails to fulfill its obligations within a reasonable time frame after receiving written notice. Upon termination, the Second Party must refund any payments made for undelivered goods within 8 days.

如果另一方在收到书面通知后未能在合理时间内履行其义务，则任何一方均可终止合同。合同终止后，第二方必须在 8 天内退还未交付货物的所有款项。

20. RESTRICTIONS ON AMENDMENTS / 修订限制

Any amendments to this contract must be mutually agreed upon in writing. The Party B is not allowed to unilaterally alter the agreed terms, conditions, or specifications. Any unauthorized changes shall constitute a breach of contract.

对本合同的任何修订必须以书面形式经双方同意。乙方不得单方面更改已商定的条款、条件或规格。任何未经授权的更改均构成违约。

21. RESOLUTION ATTEMPTS / 解决尝试

In the event of a dispute arising from this contract, both parties agree to first attempt to resolve the matter in good faith through direct negotiations. If the dispute cannot be resolved within 30 (thirty) days, either party may proceed to initiate legal action in accordance with the dispute resolution provisions of this contract.

如果因本合同而产生争议，双方同意首先尝试通过直接谈判真诚地解决问题。如果争议无法在 30(三十)天内解决，任何一方均可根据本合同的争议解决条款解决。

22. ACKNOWLEDGMENT AND SIGNATURE / 确认和签字

22.1 Acknowledgment of Understanding / 确认理解：

The parties acknowledge and confirm that they fully understand the contents of this agreement and have voluntarily agreed to its terms. Both parties agree that they are entering into this contract of their own free will, without any undue pressure or coercion.

双方确认并确认他们完全理解本协议的内容并自愿同意其条款。双方同意，他们是自愿签订本合同的，没有任何不当压力或胁迫。

22.2 Signatures and Execution / 签名和执行：

The parties agree that the signed contract, once executed by both parties, shall be legally binding, even if exchanged electronically. The contract does not need to be presented in paper form in the event of any legal proceedings. Instead, a scanned copy of the signed contract sent via email shall be deemed sufficient for enforcement in any legal dispute.

双方同意，签署的合同一旦经双方执行，即使以电子方式交换，也具有法律约束力。发生任何法律诉讼时，合同无需以纸质形式提交。相反，通过电子邮件发送的签署合同的扫描件应被视为足以在任何法律纠纷中执行。

22.3 Execution Procedure / 执行程序:

The Party B will sign and seal the contract first. The Party A will then print, sign, and seal the scanned copy received from the Party B. The scanned signed version exchanged via email shall be considered the official contract and may be used as evidence in court.

乙方将首先签署并盖章合同。然后甲方将从乙方收到的扫描件打印、签名并盖章。通过电子邮件交换的扫描签名版本应被视为正式合同，并可作为法庭证据。

Signatures:

This agreement is entered into on the **[Insert Date]** , by and between:

Party A

Party B