

General Terms and Conditions of Sale and Delivery



For DAFA Sealing Technology (Tianjin) Co., Ltd. (DST)

Effective from 1st of January 2026

迪发密封技术(天津)有限公司——销售与交货的一般条款和条件
自2026年1月1日起生效

1. Scope and Applicability 适用范围

1.1 These Terms and Conditions of Sale and Delivery ("Terms") apply to all sales and deliveries from DAFA Sealing Technology (Tianjin) Co., Ltd. ("DST") unless otherwise agreed in writing.

1.1 本销售及交付条款 ("条款") 适用于迪发密封技术(天津)有限公司 ("DST") 的所有销售及交付事宜, 除非另有书面约定。

1.2 Any deviating terms, including those in buyer's purchase orders or general terms, shall only apply if explicitly accepted in writing by DST.

1.2 任何偏离原条款的条款, 包括买方采购订单或通用条款中的相关条款, 仅在获得迪发密封书面明确认可的情况下才适用。

2. Conclusion of Agreement 协议的达成

2.1 A contract is only concluded upon written confirmation from DST. In case of discrepancies, DST's order confirmation prevails.

2.1 本合同须经迪发密封出具书面确认后方可签订。如有任何差异, 以迪发密封的订单确认为准。

2.2 DST retains ownership of all intellectual property in products, drawings, and specifications. Buyer receives only a non-exclusive right of use and may not reproduce or share protected materials.

2.2 迪发密封对产品的所有知识产权(包括图纸和规格)拥有所有权。买方仅获得非排他性的使用权, 不得复制或分享受保护的材料。

3. Handling Charges 手续费

3.1 Orders below CNY 5,000 (excl. VAT) will be subject to a handling fee.

3.1 低于5000人民币(不含增值税)的订单将收取手续费。

3.2 Open consignments will not be delivered.

3.2 开放式托运货物将不会被交付。

3.3 DST reserves the right to charge additional fees including, but not limited to:

- 3.3 迪发密封有权收取额外费用, 包括但不限于:
 - Rush order fee for expedited processing,
 - 加急处理费用(用于加快处理速度),
 - Order change fee for modifications requested after order confirmation,
 - 订单变更费用(在订单确认后因客户要求而进行的修改),
 - Cancellation fee for orders cancelled after confirmation,
 - 取消订单费用(在确认后取消的订单),
 - Postponement fee for buyer-requested delayed delivery,
 - 延迟交货费用(因买方要求而推迟交付),
 - Documentation fee for requests for additional or customized documentation.
 - 额外或定制文档费用(因客户要求而提出的额外或定制文档需求)。

4. Payment Terms and Retention of Title 付款条款及所有权保留

4.1 Unless otherwise agreed, payment is due as specified on the invoice.

4.1 除非另有约定, 付款应在发票上规定的期限内完成。

4.2 Late payments are subject to 1.5% interest per month or part thereof.

4.2 滞期付款需按月支付 1.5% 的利息(不足一个月的部分也按此计算)。

4.3 Buyer may not offset claims or withhold payment due to complaints or counterclaims.

4.3 买方不得因投诉或反诉而抵销索赔或拒绝付款。

4.4 DST may withhold deliveries in case of delayed payment.

4.4 迪发密封可在买方延迟付款的情况下暂停交付货物。

4.5 Title to delivered goods remains with DST until full payment including interest and costs has been received.

4.5 已交付货物的所有权仍归迪发密封所有, 直至收到包括利息和费用在内的全部款项。

5. Delivery Terms 交货条款

5.1 Delivery is Ex Works (Incoterms 2020), Wuqing, Tianjin, China, unless otherwise agreed in writing in each specific case.

5.1 交货方式为“工厂交货”(根据 2020 年国际贸易术语解释通则), 地点为中国天津市武清开发区迪发密封工厂, 除非在每个具体案例中另有书面约定。

5.2 Delivery times are indicative unless a fixed delivery date is expressly confirmed in writing.

5.2 交货时间仅为指示性时间, 除非书面明确认有固定的交货日期。

5.3 In case of a confirmed fixed delivery time, DST may extend it by 10 working days. If this extended period is exceeded, the buyer may terminate the affected (delayed) part of the agreement.

If the buyer chooses to terminate the affected (delayed) part of the agreement, the buyer will only be entitled to a refund of the remuneration already paid in respect of the delayed part of the delivery, but not of the remuneration for other deliveries. The buyer cannot assert any other remedies for the delay/termination and is not entitled to claim compensation and/or damage of any kind.

5.3 若已确定了固定的交货时间, 迪发密封可以将其延长 10 个工作日。若延长的期限超过此限, 买方可以终止受影响(延迟)部分的协议。若买方选择终止受影响(延迟)部分的协议, 买方仅有权要求退还已支付的关于延迟部分交付的报酬, 但不包括其他交付的报酬。买方不能主张任何其他补救措施, 也不得要求任何形式的赔偿和/或损害赔偿。

5.4 For customer-specific products, delivery quantity may deviate by up to ±10%.

5.4 对于客户特定的产品, 交付数量可有 ±10% 的偏差。

6. Prices 价格

6.1 Prices are exclusive of VAT and any applicable public charges. The applicable price is the one valid at the time of delivery.

6.1 价格不含增值税及任何适用的公共费用。适用价格为交货时有效的价格。

6.2 DST may adjust prices without notice due to extraordinary increases in raw materials or labor costs.

6.2 由于原材料或劳动力成本的大幅上涨, 迪发密封可在不事先通知的情况下调整价格。

7. Returns 退货规定

7.1 Returns require prior written agreement and are subject to a 20% restocking fee. Goods under CNY 5,000 or with limited shelf life cannot be returned.

7.1 退货需事先获得书面同意, 并需支付 20% 的重新进货费用。价值低于 5000 人民币的商品或有保质期限制的商品不得退货。

7.2 Returned goods must be in original, undamaged packaging and saleable condition. Buyer bears all costs and risk of return.

7.2 退货的商品必须保持原包装、未受损且可销售的状态。买家需承担所有退货的费用和风险。

8. Inspection and Defects 检验与缺陷

8.1 Buyer must inspect goods upon receipt and notify DST of any defects within one week. Claims submitted later than one (1) year after delivery are forfeited and will be rejected.

8.1 买方应在收到货物后进行检验, 并在一周内将任何缺陷通知迪发密封。超过一年后提交的索赔将被作废并予以拒绝。

8.2 Customers must follow storage, processing and/or application requirements according to TDS.

8.2 客户必须按照 TDS 中的规定进行存储、加工和/或应用操作。

8.3 If goods are proven defective by the buyer at the time of delivery and the claim is timely, DST will, at its discretion, repair or replace the goods within a reasonable period of time. The buyer cannot assert any other remedies for defects than repair/replacement. The buyer is accordingly not entitled to claim compensation and/or damage of any kind.

As part of its commercial and product liability insurance, DST has taken out additional insurance called "Ingredient and component cover".

The "Ingredient and component cover" may benefit the Buyer if DST's products/services have been incorporated into or added to another product, including buildings ("End Product"), and DST is liable for the repair or replacement of DST's defective product/service and such repair/replacement requires interference in the End Product. DST is only liable insofar and to the extent a claim is fully covered by the "Ingredient and component cover". DST is in no case liable for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers, recall of products, troubleshooting, studies, analyses or transport of the defective product/service and/or the End Product or other financial consequential loss. DST's liability in damages vis-à-vis the buyer for defects in the delivered products/ services may not exceed CNY 1 million per calendar year.

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8.3 若在交付时货物被买方证实存在缺陷，并且索赔及时提出，迪发密封将根据自身判断，在合理期限内对货物进行维修或更换。除维修/更换外，买方无法对缺陷主张其他任何补救措施。因此，买方无权要求任何补偿和/或任何形式的损害赔偿。

作为其商业和产品责任保险的一部分，迪发密封已购买了一种名为“成分和组件保险”的附加保险。如果迪发密封的产品/服务被纳入或添加到其他产品（包括建筑物，“最终产品”）中，且迪发密封对其进行维修或更换且此类维修/更换需要对最终产品进行干预，“成分和组件保险”将对买方有利。迪发密封的赔偿责任仅限于“成分和组件保险”完全覆盖的索赔范围。迪发密封在任何情况下均不承担间接损失的责任，包括利润损失、运营损失、律师及其他顾问费用、产品召回费用、故障排查费用、研究费用、分析费用或缺陷产品/服务及/或最终产品运输费用，以及任何其他财务后果性损失。迪发密封对于所交付产品/服务存在的缺陷而对买方所承担的损害赔偿责任，每年不得超过 100 万人民币。

8.4 DST's liability is limited to the invoice value of the defective goods. Indirect losses of any kind and/or consequential damages are excluded.

8.4 迪发密封的赔偿责任仅限于不合格商品的发票金额。任何间接损失以及/或者由此产生的赔偿费用均不在赔偿范围内。

8.5 The above limitations do not apply in cases of intent or gross negligence.

8.5 在存在故意或重大过失的情况下，上述限制则不再适用。

9. Product Liability 产品责任

9.1 DST is liable for product liability claims under Chinese law.

9.1 根据中国法律，迪发密封承担产品责任相关索赔的责任。

9.2 DST is not liable for indirect losses, including lost profits, operating losses, or consequential damages.

9.2 迪发密封不承担间接损失，包括利润损失、运营损失或间接损害赔偿。

9.3 Claims from the buyer for damages resulting from product liability which are not excluded pursuant to clause 9.1 and/or clause 9.2, can never exceed the coverage provided by DST product liability insurance in effect at any given time.

9.3 由于产品责任导致的、且未根据第 9.1 条和/或第 9.2 条予以排除的买方索赔，其金额永远不得超过迪发密封当时有效的产品责任保险所提供的保障额度。

10. Insurance 保险

10.1 DST maintains commercial and product liability insurance, including ingredient and component cover.

10.1 迪发密封持有商业及产品责任保险，包括原料及成分方面的保险保障。

11. Governing Law and Disputes 适用法律及争议解决

11.1 The Terms are governed by Chinese law.

11.1 本协议受中国法律管辖。

11.2 Disputes under CNY 2 million shall be settled by the Court of Wuqing, Tianjin.

11.2 金额在 200 万元人民币以下的争议应由天津武清法院裁决。

12. Force Majeure 不可抗力

12.1 DST is not liable for failure to perform due to events beyond its reasonable control, including war, natural disasters, strikes, epidemics, or supplier delays. In such cases, DST may postpone delivery or cancel the agreement.

12.1 迪发密封对于因超出其合理控制范围的事件（如战争、自然灾害、罢工、传染病或供应商延迟）而导致的未能履行合同义务不承担责任。在这种情况下，迪发密封可以推迟交货或取消合同。