



**TERMS AND CONDITIONS FOR THE SUPPLY OF MEIYUME PRODUCTS –
PEOPLE’S REPUBLIC OF CHINA**
万隆行公司产品供应条款与条件（中华人民共和国适用）

1. Interpretation/释义

1.1 Definitions/定义：

- (a) **Business Day:** a day other than a Saturday, Sunday or public holiday in People’s Republic of China, when banks in People’s Republic of China are open for business.
工作日：指除星期六、星期日及法定节假日以外，中华人民共和国境内银行正常营业的日子。
- (b) **Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.
工作时间：指任何工作日的上午9:00至下午5:00期间。
- (c) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.
本条款：指本文件所列并依据第11.4条不时修订的条款与条件。
- (d) **Contract:** the contract between Meiyume and the Customer for the sale and purchase of the Products in accordance with these Conditions.
合同：指万隆行公司与买方依据本条件就产品买卖所订立的合同。
- (e) **Customer:** the person or firm who purchases the Products from Meiyume.
买方：指从万隆行公司购买产品的个人或企业。
- (f) **Delivery Location:** the location where Meiyume shall deliver the Products or from where the Customer shall collect the Products depending on the terms of delivery set out in the Order.
交付地点：指根据订单所载明的交付条款，万隆行公司交付产品或买方提取产品之地点。
- (g) **Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.
不可抗力事件：超出一方合理控制范围的事件、情况或原因。
- (h) **Meiyume:** Meiyume (Shenzhen) Ltd
万隆行公司：指深圳万隆行贸易有限公司
- (i) **Order:** the Customer's order for the Products, as set out in the Customer's purchase order form or the Customer's written acceptance of Meiyume's quotation, as the case may be.
订单：指买方发出的购买产品订单，形式包括买方采购订单或买方书面接受万隆行公司报价（视情况而定）。
- (j) **Products:** the products (or any part of them) set out in the Order.
产品：指订单所列产品（或其任何部分）。
- (k) **Specification:** any specification for the Products that is agreed in writing by the Customer and Meiyume as may be amended from time to time.
规格：指买方与万隆行公司书面同意的、并可能不时修订的任何产品规格。

1.2 Interpretation/释义：

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
人包括自然人、法人或非法人组织（无论是否具有独立法人资格）。
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
对一方当事人的提及包括其个人代表、继任者及被许可的受让人。
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
对法律法规的引用，应解释为对其经修订或重新制定后的引用；对任何法律法规的引用也包括根据该法律法规制定的所有下位法规。
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
任何跟在“包括”、“包含”、“特别是”、“例如”或任何类似表述之后的词语应解释为示例性说明，且不得限制这些术语之前词语的含义。
- (e) A reference to writing or written includes email but not fax.
对书面形式的引用包括电子邮件，但不包括传真。



2. Basis of Contract/合同基础

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
本条款适用于合同，并排除买方试图强加或纳入的任何其他条款，或法律、贸易习惯、惯例或交易过程中默示的任何其他条款。
- 2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
订单构成买方依据本条件购买产品的要约。买方须确保其提交的订单条款及任何适用的规格说明是完整和准确的。
- 2.3 The Order shall only be deemed to be accepted when Meiyume issues a written acceptance of the Order (which includes Meiyume providing a delivery date confirmation by email to the Customer or entering a delivery date into the Microsoft Excel file created for the Order), at which point and on which date the Contract shall come into existence.
仅在万隆行公司发出对订单的书面接受时（包括万隆行公司通过电子邮件向买方提供交付日期确认，或将交付日期录入为该订单创建的Microsoft Excel文件），订单方被视为接受，合同应于该时点及该日期成立。
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
买方放弃其可能拥有的、依赖买方任何文件上所背书、随附或包含的与本条款不一致的任何条款的任何权利。
- 2.5 Any samples, drawings, descriptive matter or advertising produced by Meiyume and any descriptions or illustrations contained in Meiyume's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
万隆行公司制作的任何样品、图纸、描述性材料或广告，以及万隆行公司目录或手册中包含的任何描述或图示，其制作之唯一目的仅为大致说明其中所提及的产品。它们不构成合同的一部分，也不具有任何合同效力。
- 2.6 A quotation for the Products given by Meiyume shall not constitute an offer. A quotation shall only be valid for a period of 90 days from its date of issue.
万隆行公司提供的产品报价不构成要约。报价仅自发出之日起90天内有效。

3. Products/产品

- 3.1 The Products are described in the Specification.
产品以规格描述为准。
- 3.2 The Customer shall indemnify Meiyume against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Meiyume in connection with any claim made against Meiyume for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Meiyume's use of the Specification. This clause 3.2 shall survive termination of the Contract.
因万隆行公司使用该规格而引起或与之相关的、针对万隆行公司提出的任何实际或被指称侵犯第三方知识产权的索赔，导致万隆行公司遭受或产生的所有责任、成本、费用、损害赔偿和损失（包括任何直接、间接或后果性损失、利润损失、商誉损失以及所有利息、罚款和法律及其他合理的专业成本和费用），买方应赔偿万隆行公司。
本第3.2条在合同终止后继续有效。



- 3.3 Meiyume reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Meiyume shall notify the Customer in any such event.
若任何适用的法定或监管有要求，万隆行公司保留修改规格的权利，在此情况下万隆行公司应通知买方。

4. Deliver/交付

4.1 Meiyume shall ensure that:

万隆行公司应确保：

- (a) each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and 每次交货均附交付单，载明订单日期、产品类型和数量（含产品编号，如有）、特殊储存说明（如有）；如果分批发货，列明尚未交付的余量；且
- (b) if Meiyume requires the Customer to return any packaging materials to Meiyume, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Meiyume shall reasonably request. Returns of packaging materials shall be at Meiyume's expense.

如万隆行公司要求买方退回包装材料，应在交货单上明确注明；买方应在万隆行公司合理要求的时间内提供该等材料以供回收，相关费用由万隆行公司承担。

- 4.2 Delivery of the Products shall be on the terms set out in the Order and these Conditions.
交货须按订单及本条款规定执行。

- 4.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location or, where the Customer (or its carrier, as applicable) collects the Products from the Delivery Location, completion of loading of the Products at the Delivery Location.
交货于产品在交货地点卸载完成时完成；若买方（或其承运人，如适用）从交付地点提取产品，则在交货地点装载完成时完成。

- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Meiyume shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Meiyume with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
任何约定的交付日期仅为估计日期，交货时间不构成合同要素。因不可抗力或买方未提供充分交货指示或与提供产品相关的任何其他指示导致的延迟，万隆行公司不承担责任。

- 4.5 If Meiyume fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products. Meiyume shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Meiyume with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
如果万隆行公司未能交付产品，其责任以买方在可获最便宜市场取得同类替代产品所支出的费用减去产品价格为限。若因不可抗力或买方未提供充分交货指示或与提供产品相关的任何其他指示导致的延迟，万隆行公司不承担责任。

- 4.6 Delays in the delivery of an Order shall not entitle the Customer to:
订单交货延迟，买方无权：

- (a) refuse to take delivery of the Order;
拒收订单；
- (b) claim damages; or
要求损害赔偿；或
- (c) terminate the Contract, subject always to clause 10.
终止合同，但第10条另有规定的除外。



- 4.7 Meiyume shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by any factor outside of the reasonable control of Meiyume or the Customer's failure to comply with its obligations under this Agreement. For the avoidance of doubt, the parties acknowledge and agree that any delays caused by Meiyume's suppliers are factors outside of the reasonable control of Meiyume.
因万隆行公司合理控制之外的因素或买方未履行义务导致未能或延迟交货的，万隆行公司不承担责任；未免疑义，双方承认并同意，万隆行公司的供应商造成的延迟属于万隆行公司合理控制之外的因素。
- 4.8 If the Customer fails to take or accept delivery of the Products (as the case may be) within three Business Days of Meiyume notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or Meiyume's failure to comply with its obligations under the Contract in respect of the Products:
如果买方未能在万隆行公司通知产品备妥后三个工作日内提取或接受交货（视情况而定），且该等失败或延迟非因不可抗力或万隆行公司违约所致：
(a) delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Meiyume notified the Customer that the Products were ready;
交货应于万隆行公司通知备妥后第三个工作日上午9:00视为完成；
(b) Meiyume shall store the Products until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
万隆行公司将储存产品直至实际交货，并向买方计收全部相关费用（含保险费）。
- 4.9 If Meiyume delivers up to and including 5% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered, Meiyume shall make a pro rata adjustment to the invoice for the Products.
如交付数量与订单相比不超过 $\pm 5\%$ ，买方不得拒收；但在收到买方通知数量不符后，万隆行公司应按实际交付数量比例调整发票金额。
- 4.10 Meiyume may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
万隆行公司可分期交付产品，每批产品应分别开具发票和付款。每批交付构成一项独立的合同。任一批延迟或缺陷，买方无权取消其他批。

5. Quality/质量

- 5.1 Meiyume warrants that on delivery the Products shall: (a) conform to the Specification; (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality.
万隆行公司保证产品在交付时：(a)符合规格；(b)设计、材质及工艺无重大缺陷；(c)具有令人满意的品质。
- 5.2 Subject to clause 5.3, if:
在符合第5.3条的前提下，如果：
(a) the Customer gives notice in writing to Meiyume: (i) in the case of a defect that is apparent on normal visual inspection, within 5 (five) Business Days; and (ii) in the case of a latent defect, within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1; and
买方书面通知万隆行公司：i)对于正常外观检查明显的缺陷，在五（5）个工作日内；及(ii)对于潜在缺陷，在发现部分或全部产品不符合第5.1条规定的保证后的合理时间内；且
(b) Meiyume is given a reasonable opportunity of examining such Products; and
万隆行公司获合理机会检验产品；且
(c) the Customer (if asked to do so by Meiyume) returns such Products to Meiyume's place of business at the Customer's cost (unless agreed otherwise), Meiyume shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.



买方（经万隆行公司要求）将产品退回至万隆行公司的营业地点，费用由买方承担（除另有约定），则万隆行公司应自行选择修理或更换有缺陷的产品，或全额退还缺陷产品的价款。

5.3 Meiyume shall not be liable for the Products' failure to comply with the warranty set out in clause 5.1 if:

如有下列情形，万隆行公司对产品不符合第5.1条规定的保证不承担责任：

- (a) the Customer makes any further use of such Products after giving notice in accordance with clause 5.2;
买方在根据第5.2条发出通知后仍继续使用产品；
- (b) the defect arises because the Customer failed to follow Meiyume's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Products or (if there are none) good trade practice regarding the same;
缺陷是因买方未遵循万隆行公司关于产品的储存、调试、安装、使用或维护的口头或书面指示，或（在没有此类指示的情况下）未能遵循相关的良好贸易惯例所致；
- (c) the defect arises as a result of Meiyume following any drawing, design or specification supplied by the Customer;
缺陷是由于万隆行公司按买方提供的图纸、设计或规格所致；
- (d) the Customer alters or repairs such Products without the written consent of Meiyume;
买方未经万隆行公司书面同意擅自改动或修理产品；
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
缺陷是由于正常磨损、故意损坏、疏忽、或异常的储存或工作条件所致；或
- (f) the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
产品与规格的差异是为了确保其符合适用的法定或监管要求而做出的更改所致。

5.4 Except as provided in this clause 5, Meiyume shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

除本第5条规定外，万隆行公司对产品不符合第5.1条保证不承担任何责任。

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

在法律规定范围内，《1979年货物销售法》第13-15条默示条款被最大限度排除在合同之外。

5.6 These Conditions shall apply to any repaired or replacement Products supplied by Meiyume.

本条款适用于万隆行公司提供的任何修理或更换后的产品。

6. Title and Risk/所有权与风险

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

产品风险于交货完成时转移至买方。

6.2 Title to the Products shall not pass to the Customer until the earlier of:

产品所有权在以下较早时间转移至买方：

- (a) Meiyume receives payment in full (in cash or cleared funds) for the Products; and
万隆行公司收到全部货款（现金或已清算资金）；及
- (b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.
买方转售产品，则产品所有权应在第6.4条指定的时间转移。

6.3 Until title to the Products has passed to the Customer, the Customer shall:

在所有权转移前，买方应：

- (a) store the Products separately from all other products held by the Customer so that they remain readily identifiable as Meiyume's property;
将产品与买方持有的所有其他产品分开储存，以便能够清楚识别为万隆行公司的财产；



- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
不得移除、涂改或遮盖产品或相关产品上的任何识别标记或包装;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
保持产品处于良好状态, 并自交付之日起为其全额保价投保所有风险险种;
- (d) notify Meiyume immediately if it becomes subject to any of the events listed in clause 9.1.5 to clause 9.1.14; and
一旦发生第9.1.5-9.1.14条所述事件, 立即通知万隆行公司;
- (e) give Meiyume such information as Meiyume may reasonably require from time to time relating to: (i) the Products; and (ii) the ongoing financial position of the Customer.
向万隆行公司提供其可能不时合理要求的与以下各项相关的信息: (i)产品; (ii)买方的财务状况信息。

6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Meiyume receives payment for the Products. However, if the Customer resells the Products before that time:

在符合6.5条的前提下, 买方可以在万隆行公司收到产品付款前, 在其正常业务过程中(但不得以其他方式)转售或使用产品。但如提前转售:

- (a) it does so as principal and not as Meiyume's agent; and
其以自己名义而非万隆行公司代理人进行转售; 且
- (b) title to the Products shall pass from Meiyume to the Customer immediately before the time at which resale by the Customer occurs.
所有权于买方转售前瞬间自万隆行公司转移至买方。

6.5 At any time before title to the Products passes to the Customer, Meiyume may:

在所有权转移前, 万隆行公司可随时:

- (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Products or use them in the ordinary course of its business; and
书面通知终止买方根据第6.4条享有的在其正常业务过程中转售或使用产品的权利; 及
- (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

要求买方交付其拥有的所有尚未转售或不可撤销地融入另一产品的产品; 如果买方未能及时交付, 万隆行公司可以进入买方或任何第三方储存产品的任何场所以收回产品。

6.6 The Customer grants Meiyume, its agents and employees an irrevocable licence to enter any premises where the Products are or may be stored in order to inspect them or, where the Customer's right to possession has terminated, to recover them. This licence shall survive termination of the Contract for any reason.

买方授予万隆行公司及其代理人、雇员不可撤销的许可, 允许其进入产品所在或可能储存的任何场所, 以进行检查, 或在买方的占有权终止时, 收回产品。该许可在合同因任何原因终止后继续有效。

6.7 The Customer shall provide Meiyume with its audited financial statement (including but not limited to balance sheet, income statement, and cash flow statement) either (i) at the beginning of each financial year for the last financial year ended; or (ii) whenever requested by Meiyume. The Customer shall immediately notify Meiyume if it becomes aware of any circumstances that would give rise to an insolvency event as set out in clauses 9.1.4 to 9.1.13 ("Material Adverse Change"). In the event (i) the Customer notifies Meiyume of any Material Adverse Change; (ii) the Customer's financial statements indicate a Material Adverse Change; or (iii) Meiyume becomes aware of any Material Adverse Change from any source, the Customer agrees to discuss potential adjustment to the payment terms and any other terms, failing any agreement on such adjustment Meiyume has the right to suspend performance of all its obligations under this Agreement until Meiyume is comfortable that such Material Adverse Change has been remedied.

买方应向万隆行公司提供其经审计的财务报表(包括但不限于资产负债表、利润表和现金



流量表），时间可以是(i)每个财政年度开始时，提供上一已结束财政年度的报表；或(ii)应万隆行公司要求随时提供。如果买方知悉任何会导致第9.1.4条至第9.1.13条所述破产事件发生的情况（“重大不利变化”），应立即通知万隆行公司。如果发生(i)买方将任何重大不利变化通知万隆行公司；(ii)买方的财务报表显示存在重大不利变化；或(iii)万隆行公司从任何来源知悉任何重大不利变化，买方同意商讨对付款条款及任何其他条款的潜在调整，若未能就该等调整达成任何协议，万隆行公司有权暂停履行其在本协议项下的所有义务，直至万隆行公司认为该等重大不利变化已得到补救。

- 6.8 Where the Products are in transit at the time the Customer becomes subject to an insolvency event, Meiyume shall be entitled to suspend delivery and recover the Products from the carrier prior to delivery. The Customer shall provide Meiyume with all assistance and documentation reasonably necessary to effect such recovery, and shall ensure that title to the Products is not treated as having passed for the purposes of any administration or liquidation.

若买方发生资不抵债事件时产品尚在运输途中，万隆行公司有权暂停交货并自承运人处收回产品；买方应提供必要协助及文件，并确保在破产或清算程序中产品所有权不被视为已转移。

- 6.9 If the Customer resells the Products before title has passed, the Customer shall hold the proceeds of sale (or the relevant proportion) on trust for Meiyume in a separate account, and shall promptly remit such proceeds to Meiyume on demand.

如果买方在所有权转移前转售产品，买方应将销售收入（或相应部分）为万隆行公司以信托方式持有，存入独立账户，并在要求时立即汇付万隆行公司。

7. Price and Payment / Undertakings 价格与付款/承诺

- 7.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price as agreed by the parties for the Products.

产品价格应为订单中列明的价格准，或者，如未报价，则为双方就产品约定的价格。

- 7.2 Meiyume may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

万隆行公司可在交货前随时通知买方上调价格，以反映因下列原因导致的成本增加：

- (a) any factor beyond Meiyume's control (including without limitation, foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs and market downturn);
万隆行公司控制范围之外的任何因素（包括但不限于外汇波动、税费增加、劳动力、材料和其他制造成本增加以及市场低迷）；

- (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
买方要求变更交货日期、数量、类型或规格；或

- (c) any delay caused by any instructions of the Customer or failure of the Customer to give Meiyume adequate or accurate information or instructions.

因买方指示或买方未能向万隆行公司提供充分或准确的信息或指示造成的任何延迟。

- 7.3 The price of the Products:

产品价格：

- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Meiyume at the prevailing rate, subject to the receipt of a valid VAT invoice; and

不包括增值税，买方应在收到有效的增值税发票后，按现行税率额外向万隆行公司支付该税款；且

- (b) excludes the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Customer.

不包括产品的包装、保险和运输费用，该等费用将向买方开具发票。

- 7.4 Meiyume may invoice the Customer for the Products on or at any time after the completion of delivery.



万隆行公司可在交付完成时或之后任何时间就产品向买方开具发票。

7.5 The Customer shall pay each invoice submitted by Meiyume:

买方应支付万隆行公司提交的每张发票:

- (a) within 30 days of the date of the invoice; and
在发票日期起30天内; 且
- (b) in full and in cleared funds to a bank account nominated in writing by Meiyume, and time for payment shall be of the essence of the Contract.
以已清算资金全额付至万隆行公司书面指定银行账户, 付款时间为合同要素。

7.6 The parties may agree to a minimum advance payment of the total purchase price for the Products which must be paid when the Order is placed. The amount of the advance payment will be indicated on the Order.

双方可约定最低预付款, 该预付款须于下单时支付, 金额在订单中载明。

7.7 If the Customer fails to make a payment due to Meiyume under the Contract by the due date, then, without limiting Meiyume's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.7 will accrue each day at 7% a year above the Bank of England's base rate from time to time, but at 7% a year for any period when that base rate is below 0%.

如果买方未能按合同约定在到期日向万隆行公司支付应付款项, 则在不影响万隆行公司根据第9条享有的救济措施的前提下, 买方应支付该逾期款项自到期日起至付清之日止(判决前后均计)的利息。本第7.7条下的利息按每日7%的年利率计息, 该利率在英格兰银行基准利率之上浮动, 但当基准利率低于0%时, 则按年利率7%计息。

7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

合同项下所有到期款项均应全额支付, 不得抵销、反索赔、扣减或预扣(依法预扣税款除外)。

8. Limitation of Liability/责任限制

8.1 The limits and exclusions in this clause reflect the insurance cover Meiyume has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

本条款中的责任限制和排除反映了万隆行公司可获得的保险范围, 买方应自行安排超额责任保险。

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

本第8条所述责任包括因合同产生或与合同相关的所有责任, 包括合同责任、侵权责任(包括过失责任)、虚假陈述责任、返还责任及其他责任。

8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: contract not excluding依法不可排除的责任, 包括:

- (a) death or personal injury caused by gross negligence; and
重大过失导致的死亡或人身伤害; 及
- (b) fraud or fraudulent misrepresentation;
欺诈或欺诈性虚假陈述。

8.4 Subject to clause 8.3, Meiyume's total liability to the Customer shall not exceed an amount equal to the total sums paid by the Customer to Meiyume in respect of the Order.

在符合第8.3条的前提下, 万隆行公司对买方的总责任不应超过买方就该订单向万隆行公司支付的总金额。

8.5 Subject to clause 8.3, the following types of loss are wholly excluded:



在符合第8.3条的前提下，以下类型的损失应被完全排除：

- (a) loss of profits;
利润损失；
- (b) loss of sales or business;
销售或业务损失；
- (c) loss of agreements or contracts;
协议或合同损失；
- (d) loss of anticipated savings;
预期节省损失；
- (e) loss of use or corruption of software, data or information;
软件、数据或信息的使用损失或损坏；
- (f) loss of or damage to goodwill; and
商誉损失或损害；及
- (g) indirect or consequential loss.
间接或后果性损失。

8.6 This clause 8 shall survive termination of the Contract.

本第8条在合同终止后继续有效。

9. Termination/终止

9.1 Without limiting its other rights or remedies, Meiyume may terminate this Contract with immediate effect by giving written notice to the Customer if:

在不限其其他权利或救济措施的前提下，如果出现以下情况，万隆行公司可书面通知买方立即终止合同：

9.1.1 the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
买方未在本协议规定的到期日支付任何到期款项，并在被书面通知要求付款后违约状态持续不少于14天；

9.1.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

买方存在任何重大合同违约（如果该违约是可补救的）且经书面通知后30日内未补救；

9.1.3 the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

买方屡次违反合同条款，其行为足以合理地令人认为其无意愿或无能力履行本合同条款；

9.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

买方暂停或威胁暂停偿付其债务，或无法按期偿付到期债务，或承认无力偿付债务，或根据《1986年破产法》第123条被视为无力偿付债务；

9.1.5 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

买方就其进入接管程序、临时清算程序或与其债权人达成任何和解或安排（涉及清偿能力重组的情形除外）、获得债务偿还延期、进行清算程序（无论自愿清算还是法院强制清算，除非旨在进行清偿能力重组）、其任何资产被指定接管人接管，或停止经营业务；

9.1.6 a petition is filed, a notice is given, a resolution is passed or an order is made, for or in



connection with the winding up of the Customer;

为对买方进行清盘或与之相关而提交申请、发出通知、通过决议或作出命令；

9.1.7 an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed;

向法院提出申请或法院作出命令以委任管理人，或发出拟委任管理人的通知，或如果管理人被委任；

9.1.8 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

对买方资产拥有合格浮动抵押权的持有人已获得权利委任或已委任行政接管人；

9.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;

有人获得权利委任接管人接管买方全部或任何资产，或接管人被委任接管买方全部或任何资产；

9.1.10 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

买方的债权人或抵押权人扣押或占有其全部或部分资产，或对其实施扣押、强制执行、查封或其他类似程序，且该扣押或程序未在14天内解除；

9.1.11 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in clause 9.1.4 to clause 9.1.10;

在任何司法管辖区内，若发生任何事件或采取任何程序，且该事件或程序对买方产生的影响等同或类似于第9.1.4条至第9.1.10条所述的任何事件；

9.1.12 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

买方暂停、威胁暂停、停止或威胁停止其全部或大部分业务；

9.1.13 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

买方的财务状况恶化至足以合理认为其履行合同条款的能力受到威胁；或

9.1.14 there is a change of control of the Customer (within the meaning under applicable law) other than an internal restructuring.

买方的控制权发生变更（根据适用法律的定义），内部重组除外。

9.2 Without limiting its other rights or remedies, Meiyume may suspend provision of the Products under the Contract or any other contract between the Customer and Meiyume if the Customer becomes subject to any of the events listed in clause 9.1.5 to clause 9.1.14, or Meiyume reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

在不限制其其他权利或救济措施的前提下，如果买方发生第9.1.5条至第9.1.14条所列的任何事件，或万隆行公司合理相信买方即将发生此类情形，或买方未能在本合同规定的到期日支付任何到期款项，万隆行公司有权暂停根据本合同或买方与万隆行公司之间的任何其他合同提供产品。

9.3 Without limiting its other rights or remedies, Meiyume may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

在不限制其其他权利或救济措施的前提下，若买方未能在合同约定的付款日期支付任何到期款项，万隆行公司可通过书面通知买方立即终止合同。



- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to Meiyume all of Meiyume's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, Meiyume shall submit an invoice, which shall be payable by the Customer immediately on receipt. Further, upon termination of the Contract due to the Customer's insolvency or failure to pay, and where title to any Products remains with Meiyume, the Customer shall:

无论因何种原因终止合同，买方须立即向万隆行公司支付所有尚欠发票金额及相应利息；对于已交付但尚未开具发票的产品，万隆行公司可补开发票，买方应在收到该发票后立即付款。此外，若因买方资不抵债或未能付款导致合同终止，且相关产品所有权仍归万隆行公司所有，买方应：

(i) immediately cease any use, processing, or resale of the Products;

立即停止使用、加工或转售该产品；

(ii) allow Meiyume to enter its premises (or those of any third party where the Products are located) to repossess them; and

允许万隆行公司进入其场所（或产品所在任何第三方的场所）收回产品；及

(iii) provide all necessary cooperation to facilitate the return or recovery of such Products, including coordination with any appointed insolvency practitioner or carrier.

提供一切必要配合，协助收回或取回该产品，包括与任何指定的破产管理人或承运人进行协调。

- 9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

无论因何种原因终止合同，均不影响合同终止时双方已产生的权利与救济措施，包括就合同终止日或之前已存在的任何违约行为要求损害赔偿的权利。

- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

合同任何明示或默示规定拟于合同终止当日或终止后继续生效的条款，仍应完全有效并继续适用。

- 9.7 Unless otherwise specified, the tools used to manufacture the Products (including moulds, prototypes, equipment and machinery) as well as blueprints, sketches, manufacturing diagrams, catalogues, brochures and more broadly all intellectual or industrial property on any medium, such as brands, drawings and models or trademarks, shall remain the exclusive property of Meiyume with regard to both the means of production and intellectual and industrial property, even in the event that the Customer has contributed financially to those tools and/or has helped to define their specifications.

除另有规定，用于制造产品的工具（包括模具、原型、设备及机器），以及蓝图、草图、制造图、目录、宣传册，乃至任何载体上的全部知识产权或工业产权，如品牌、图纸、模型或商标，无论其制造方法还是知识/工业产权归属，均为万隆行公司的独有；即使买方曾对该等工具提供资金支持，和/或参与制定其规格，亦不例外。

- 9.8 Unless otherwise specified, whenever a tool is provided by the Customer, or it is expressly agreed in an Order for Products that the tool will be manufactured specifically for a Customer and/or will belong to the Customer, and the tools invoice is being paid by the Customer in accordance with the provisions in the Contract, the tool shall remain the property of the Customer.

除另有规定，当工具由买方自行提供，或订单中明确约定该工具将专为买方制造且/或归买方所有，且买方已按合同规定支付该工具的发票价款，则该工具应始终属于买方财产。

10. Force Majeure/不可抗力

- 10.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event). In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations.



若任何延迟或未能履行本协议义务系由超出其合理控制范围的事件、情况或原因（不可抗力事件）所致，则任何一方均不构成违约，亦无需对此承担责任。在此情形下，受影响方有权获得合理延期以履行相关义务。

- 10.2 If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 1 month's written notice to the affected party.
若延迟或未能履行的期间持续达三个月，未受影响的一方可提前一个月向受影响方发出书面通知，终止本协议。

11. General/一般条款

11.1 Assignment and other dealings/转让与其他交易

- (a) Meiyume may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

万隆行公司可随时转让、转移、抵押、质押、分包、委托、设立信托或以任何其他方式处理其在本合同项下的全部或部分权利或义务。

- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Meiyume.

未经万隆行公司事先书面同意，买方不得转让、转移、抵押、质押、分包、委托、设立信托或以其他任何方式处理其在本合同项下的部分或全部权利或义务。

11.2 Confidentiality/保密

- (a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2(b).

双方各自承诺，在合同存续期间及合同终止后两年内，除第11.2(b)条允许的情形外，不会向任何人披露涉及另一方业务、资产、事务、买方、委托人或供应商的任何保密信息。

- (b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

任何一方可在下列情形下披露对方的保密信息：(i)向为实现自身在本合同项下的权利或义务而需要知悉该等信息的雇员、管理人员、代表、承包商、分包商或顾问披露；披露方应确保上述人员遵守本条11.2的规定；(ii)根据法律、有管辖权的法院或任何政府或监管机构的要求进行披露。

- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

任何一方均不得将对方的保密信息用于行使本合同项下权利或履行义务之外的其他目的。

- 11.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

完整协议。 本合同构成双方之间的完整协议。各方确认，其在订立本合同时，并未依赖任何合同中未列明的陈述、声明、保证或担保（无论该等陈述是否出于善意或存在过



失)。各方同意，不会就合同中的任何陈述，以善意或过失的虚假陈述，或因过失作出错误陈述为由，提出任何索赔。

- 11.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Notwithstanding the foregoing, Meiyume will have the right to modify the Conditions or the specific warranties attached to the Products at any time. In every case, unless otherwise specified herein, the version of the Conditions that the Customer accepts on placing the Order shall be the version that applies to the Order, notwithstanding any modification to said version.

变更。本合同的任何变更，须经双方（或其授权代表）书面签署方为有效。尽管如此，万隆行公司有权随时修改本条款或产品所附的具体保证。除非本合同另有规定，在买方下订单时所接受的条款版本即适用于该订单，即使该版本之后被修改。

- 11.5 **Waiver.** Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

弃权。除第2.4条规定外，对任何权利或救济的弃权仅在以书面形式作出时才有效，且不应被视为对任何后续权利或救济的弃权。延迟行使或未能行使任何权利或救济，或单独或部分行使任何权利或救济，不应构成对该权利或救济或任何其他权利或救济的弃权，也不应阻止或限制进一步行使该权利或救济或任何其他权利或救济。

- 11.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

可分割性。若本合同的任何条款或其部分被认定为无效、非法或不可执行，该条款或其部分视为被删除，但不影响合同其余部分的有效性与可执行性。若任何条款依本条11.6被删除，双方应本着诚实守信原则协商，商定替代条款，以实现原条款预期的商业目的。

- 11.7 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

通知。根据合同或与合同相关而向任何一方发出的任何通知，均须采用书面形式，并按下述方式送达：

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or 亲自递送或通过预付邮资的一等邮件或其他下一个工作日送达的快递服务，送至接收方注册办事处（如为公司）或主要营业地（如为其他情形）；或
- (b) sent by email to: (i) the email address for Meiyume set out in Meiyume's quotation; and (ii) the email address for the Customer set out in the Order.
通过电子邮件发送至：(i) 万隆行公司报价单中所列的万隆行公司电子邮件地址；以及(ii) 订单中所列的买方电子邮件地址。

Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

通知被视为已送达的时间为：(a) 如亲自递送，在通知送达正确地址之时；(b) 如使用预付邮资的一等邮件或其他下一个工作日送达的快递服务，于寄出后第二个工作日上午9:00；(c) 如通过电子邮件发送，在发送时，或者，如果该时间落在接收地工作时间之外，则在工作时间恢复时。

This clause does not apply to the service of any proceedings or other documents in any legal action or,



where applicable, any arbitration or other method of dispute resolution.

本条款不适用于在任何法律诉讼、仲裁或其他争议解决程序中送达的任何诉讼文书或其他文件。

- 11.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

第三方权利。 合同不产生根据《1999年（第三方权利）合同法案》强制执行合同任何条款的任何权利。

- 11.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of the People's Republic of China (excluding the laws of Hong Kong, Macau, and Taiwan).

适用法律。 本合同及其标的或订立所产生或与之相关的任何争议或索赔（包括非合同争议或索赔），均受中华人民共和国法律（不包括香港、澳门和台湾的法律）管辖，并依其解释。

- 11.10 **Jurisdiction.** Each party irrevocably agrees that the jurisdictional courts of Shenzhen shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

管辖权。 各方不可撤销地同意，深圳市有管辖权的人民法院对因本合同或其标的或成立所产生或与之相关的任何争议或索赔（包括非合同争议或索赔）拥有专属管辖权。

11.11 **Compliance with Laws/遵守法律**

- (a) Each party shall comply with all applicable laws, statutes, regulations, and codes in force from time to time in the jurisdiction(s) in which it conducts business in connection with this Contract.

各方均应遵守其在与本合同相关的业务所涉司法辖区内不时生效的所有适用法律、法规、规章及准则。

- (b) The Customer shall be responsible for identifying and promptly notifying Meiyume in writing of any product-specific legal or regulatory requirements that apply in the jurisdiction in which the Products are marketed, distributed, or sold by the Customer, including but not limited to labelling, safety, import/export, environmental, or consumer protection requirements.

买方负责识别并及时以书面形式通知万隆行公司，在买方销售、分销或营销产品的司法辖区内适用于该产品的任何特定法律或监管要求，包括但不限于标签、安全、进出口、环保或消费者保护要求。

- (c) Meiyume shall not be liable for any failure of the Products to comply with legal or regulatory requirements in the Customer's jurisdiction where the Customer has not provided timely and accurate written notice of such requirements in accordance with clause 11.11(b).

若买方未按第11.11(b)条及时且准确地书面通知上述要求，万隆行公司对产品在买方司法辖区内不符合法律或监管要求不承担任何责任。