



AVERY DENNISON GENERAL TERMS AND CONDITIONS OF SALE for RFID, as amended and updated from time to time including the Avery Dennison code of conduct available at www.averydennison.com (hereinafter collectively referred to as “Conditions”)
艾利丹尼森公司无限射频识别产品通用条款和条件、其不时修订和更新的内容包括 www.averydennison.com 所列艾利丹尼森公司的行为准则（以下统称“本协议条件”）

1. Applicability

适用性

1.1. These Conditions shall apply to all sales of all radio frequency identification (“RFID”) products (“Products”) made by Avery Dennison selling entity (“Seller”) to its customer (“Buyer”), whether by a written agreement including annexes between Seller and Buyer (“Agreement”), or otherwise. Seller shall include any entity that, directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with the entity specified. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.

本协议条件应当适用于艾利丹尼森公司（“卖方”）提供其消费者（“买方”）无线射频识别产品（“产品”）的所有销售活动，包括卖方与买方签订包括附件在内的销售协议（“销售协议”）或其他销售方式。卖方应当包含任何直接或间接地，通过一个或多个中间方控制艾利丹尼森公司，被艾利丹尼森公司控制或与艾利丹尼森公司受同一控制的主体。为明确定义，“控制”指拥有下述直接或间接的所有权：

（a）在公司主体中，所持有的股权或股份使其在董事选举程序中拥有50%以上表决权，或
（b）在非公司主体中，拥有超过50%的所有者权益控制管理层及该非公司主体政策。

1.2. The applicability of any general terms and conditions of Buyer’s purchase order, acknowledgement or other form in respect of any Agreement or otherwise, is explicitly rejected by Seller and used solely for the convenience of Buyer.

卖方在此明示拒绝适用买方的采购订单、采购确认或其他协议中的任何通用条款和条件，该通用条款和条件仅为买家的便利性而使用。

1.3. In the case of a conflict between the provision of these Conditions and Agreement between the parties, the following order of precedence shall apply: (1) the Agreement, such as a supply or sales agreement (and/or rebate agreement); and (2) these Conditions.

如果本协议条件中的条款与双方签订的协议存在冲突，按照下述优先顺序适用（1）销售协议，例如供货或销售协议（和/或折扣协议）
（2）本协议条件。

1.4. These Conditions may only be changed upon the execution of a separate written agreement signed by authorized representatives of the Seller. Receipt of contrary provisions intended to change the Conditions without such written agreement will be null and void.

本协议条件的变更必须由卖方的授权代表签署单独的书面协议，无该书面协议的更改视作无效。



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2. Quotations and Orders 报价及订单

2.1. Seller's quotation is not an offer to sell, but it is an invitation to submit an order and no contractual relationship arises there from until an order has been accepted by Seller.

卖方的报价并不构成销售要约，而为对订单的要约邀请。买方的订单被卖方接受时，合同关系成立。

2.2. Unless previously withdrawn, any quotation is valid for thirty (30) days or such other period as is stated therein. Seller explicitly reserves the right to withdraw or amend a quotation at any time without prior notice.

除非提前撤回，任何报价将在30日内或其他已在报价中写明的期限内有效。卖方明确保留在任何时间撤回或更改报价的权利，无需任何提前通知。

2.3. An order placed with Seller is an order incorporating these Conditions exclusively unless expressly agreed to by Seller in writing.

除非经卖方以书面形式明示表示同意，下达给卖方的订单排他性地包含本协议条件。

2.4. An order shall be in writing, with a reference number and signed by the Customer. Seller may accept any order or to refuse any order in whole or in part.

订单应以书面形式发出，订单应注明参考号并由买方签署。卖方有权全部或部分接受或拒绝该订单。

2.5. Orders cannot be cancelled except upon terms which will fully compensate Seller against any and all losses or expenses as a consequence of such cancellation including the purchase of

any raw materials ordered for the production of Products.

订单不可被取消，除非双方达成条款买方将完全赔偿卖方因订单取消所造成的一切损失和费用，包括卖方为生产订单产品而购买原材料的费用。

2.6. All orders are subject to acceptance by Seller. Partial shipment by Seller does not constitute acceptance of an order.

所有订单均需卖方的接受。卖方分批装运不构成对订单的接受。

2.7. If at the request of Buyer, Seller is required to keep a stock of Products, Buyer is at all times responsible for paying an amount equal to the price of the Products in inventory to Seller as well as for any raw materials needed to maintain the stock. No refund will be made to Buyer if the Agreement or otherwise terminates, for whatever reason, and the stock and the related raw materials has not yet been sold.

如果卖方根据买方要求预留部分产品，则买方在任何时间均有义务支付该预留的产品的等额价款并支付该预留产品所需要的任何原材料的费用。无论销售协议以任何理由终止或库存产品及相关原材料未售出，买方都无权获得退款。

3. Delivery 交付

3.1. Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a different Incoterm and destination is agreed in writing between the parties, all deliveries are based on Incoterms 2010, FCA Seller's designated site.

交付适用于发货时有有效的由国际商会发布的国际贸易术语解释通则。除非双方以书面形式约



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定适用其他版本国际贸易术语通则或约定其他交付地点，所有交付均适用于《国际贸易术语解释通则（2010版）》，货交承运人（卖方指定地点）。

3.2. All delivery dates mentioned in any quotation or order confirmation or other media are estimates only and do not represent any binding obligation of Seller towards Buyer unless otherwise agreed between the parties in writing.

任何于报价、订单确认函或其他媒介中提及的交付日期仅为预估时间，除非双方以书面形式确认该交付日期。该预估时间对卖方不具有约束力。

3.3. Fulfillment of delivery obligations included in quotations, order confirmations, shipments and Agreements between the parties shall be subject to any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Unperformed or delayed deliveries caused by export checks or licensing procedures shall override any agreed lead times or deadlines. In such cases, any claims for damages shall be excluded.

在报价、订单确认、发货及双方达成的协议中提及的交付义务的履行受限于任何国内或者国际的法规，尤其是出口管制条例、禁运或其他限制。任何因出口检查或出口许可程序导致的延迟交付或交付不能应当使约定的交付周期或约定期限无效。在这种情况下，任何损失赔偿要求都将被拒绝。

4. Inspection 检验

4.1 It is the obligation of Buyer to inspect all Products (including, without limitation, non pressure-sensitive roll inlays (“dry inlays”), pressure-sensitive inlays (“wet inlays”), and RFID labels and tags). To the extent Seller has

issued testing guidelines applicable for a Product, such testing must be performed by the Buyer pursuant to such testing guidelines as set forth by Seller.

买方有义务检验所有产品（包括但不限于非压敏辊镶嵌（“干镶嵌”）、压敏镶嵌（“湿镶嵌”）、无线射频识别标志和标签）。如果卖方已经发布针对产品的检验指南，买方的检验工作必须依据卖方发布的检验指南进行。

4.2 If there is any loss or damage to the Products during shipment, Buyer shall report such loss or damage to the delivering carrier. Retaining the entire package is necessary until after a concealed damage inspection report is issued by the carrier.

如果在货物在运输途中发生任何损失或损坏，买方应该将损失及损坏报告至承运人。在承运人发布隐蔽损坏检验报告之前，买方应当保留完整包装。

4.3 All potential claims, not arising from loss or damage during shipment, shall be reported to the Seller, specifically to Buyer’s specific customer service team within thirty (30) days following the delivery date together with all shipment documentation.

非因运输途中发生的损失或损坏引起的所有潜在索赔要求应当报告给卖方，尤其是连同所有货运单据在交付日期之后30日内报告卖方客户服务团队。

4.4 All Product must be stored in accordance with Avery Dennison published guidelines.

所有产品的储存都应遵循艾利丹尼森公司发布的指南。

5. Prices 价格



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5.1. All prices are excluding packaging charges, VAT and other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Such taxes, duties and/or charges shall be for the account of Buyer.

除非双方已经明确书面约定，所有的价格都未包含包装费、增值税、其他税金、关税和/或其他费用。前述税金、关税和/或其他收费都应由买方承担。

5.2. If Seller uses price lists for the Products sold, the prices payable for the Products shall be Seller's list prices valid at the time of dispatch.

如果卖方使用价目表用于产品销售，产品的支付价格应根据寄送产品时有效的价目表确定。

5.3. Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, increase in the cost of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Seller adequate information or instructions.

卖方通过在交付前任何时间给予买方通知的方法，保留因成本增加而提高价格的权利：因卖方不可控因素（包括但不限于汇率波动、外汇管制、关税变更、人力成本增加、材料及其他制造成本的增加）；任何交付日期的变更；买方所要求的产品的数量或规格的变化；由于买方的指示导致的延迟或由于买方未能为卖方提供足够的信息或指示导致的延迟。

6. Payment Terms 付款条件

6.1. Unless otherwise expressly agreed in writing by the parties, payment of invoices shall be (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days or within the time-period as set out by the applicable law from the date of invoice without any setoff or discount being applied.

除非经双方明确书面约定，发票款项应当以以下方式结清（1）以发票中约定货币种类支付；（2）汇入发票列明的银行账户，（3）在发票发出后30日内结清或依据可适用的法律所列明的时间期限足额结清，但不以抵消形式结清。

6.2. Seller shall at all times have the right to demand advance payment or cash payment before delivery of the Products or to demand security to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid.

卖方可以在交付产品之前的任何时间要求买方提前支付价款或以现金支付价款或要求买方按照卖方的授权代表同意的方式提供担保以保证产品价款的结清。

6.3. Any extension of credit or credit limits allowed or granted to Buyer may be changed or withdrawn at any time.

授予买方的任何授信展期或信贷额度都可在任何时间被更改或撤销。

6.4. The Buyer shall be in default ("payment default") in respect of its payment obligations, if it has not paid Seller's invoice after a written reminder by Seller, on the expiration of the payment term of the invoice. If there is a payment default by Buyer, Seller has the right to charge interest of one and a half.

per cent (1.5%) per month or, if lower or higher,



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the statutory interest under the applicable law over the outstanding amount. For the purposes of this clause, part of a month will be deemed to be a month. All judicial and extra-judicial costs, incurred by Seller with respect to the payment default by Buyer are for the account of Buyer. The extra-judicial costs will be minimum ten per cent (10%) of any outstanding amount or, if lower or higher the amount under the applicable law.

在发票所列付款期限届满后，如果买方在卖方出具书面付款提醒后仍未能支付价款，即被视为未履行付款义务（“支付违约”）。如果买方支付违约，卖方有权就买方未支付部分收取每月1.5%的利息，若高于或低于管辖法律规定的范围，则适用管辖法律的法定利息。为了达到本条款的目的，不足一个月的部分将被视作一个月。因买方未履行付款义务而使卖方产生的全部司法成本及司法以外的其他费用均应由买方自行承担。司法以外的费用至少应为买方未支付部分金额的10%，若高于或低于管辖法律规定的范围，适用管辖法律的规定。

6.5. Seller may always at its sole discretion and without any notice being applicable, set-off any amount and/or charge due by Buyer with any amount payable by Seller to Buyer. Buyer does not have the right to set-off its payment obligations against the amounts payable to it by Seller.

卖方有权于任何时候自行决定将需支付给买方的款项与买方需支付的价款进行抵消，无需提前通知买方。买方无权将自己的付款义务与卖方需支付的款项进行抵消。

7. Retention of Title 所有权保留

7.1. Notwithstanding delivery and passing of the risk under the relevant Incoterms, the ownership of the Products shall be retained by

Seller and shall only be transferred to Buyer when Buyer has fully complied with all of its obligations contained in or arising from these Conditions and any Agreement between the parties, including payment.

即使根据国际贸易术语解释通则已交付并已转移风险，产品的所有权仍属于卖方。直到买方已经完全履行了包括付款义务在内的本协议条件及其他双方协议约定的或由此产生的所有义务，所有权方转移至买方。

7.2. If Buyer is in default in complying with any obligations arising from these Conditions and/or any Agreement between the parties, Seller shall have the right at all times to obtain possession of or inspect the Products for which title has been retained, wherever they are located, without prejudice to Seller's other rights to compensation in connection with Buyer's default.

如果买方未履行本协议条件和/或其他经双方协议约定的任何义务，无论产品位于何处，卖方均有权在任何时间占有或检验其仍保留所有权的产品，且不影响卖方的其他因买方不履行义务获得赔偿的权利。

8. Intellectual Property 知识产权

8.1 Each party retains all right, title, and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Buyer does not acquire any ownership interest in any Products provided to it as part of this Agreement. Buyer will not enforce against Seller its vendors or its other buyers, any copyrights or patent rights that include any system, process or business method utilizing any intellectual property in all Products provided to Buyer. Buyer will not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any Products or other materials provided by Seller. No license or right, either



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directly or by implication, is granted to Buyer or its employees to use any intellectual property of Seller, including, but not limited to, Seller's name or any of Seller's logos and designs for advertising, promotional or other purpose without the prior written permission of Seller. Materials used by Seller in the production process, whether held electronically or otherwise, will remain Seller's exclusive property.

各方保留对其商业秘密、发明、版权及其他知识产权的全部权利及权益。买方不能就本协议提供的产品的知识产权获得所有者权益。买方不得强制其供应商或其他买方使用利用了产品系统中的任何知识产权的系统、程序或商业模式，以损害卖方的任何版权或专利权。买方不得移除、更改或遮盖卖方提供给其的产品或其他材料上显示的版权、商标或其他专有权利的标识。除非卖方已事先以书面方式同意，买方及其员工并未得到任何明示地或暗示地授权准予买方或其员工使用卖方的任何知识产权，包括但不限于卖方的名称、商标、用于广告、促销或其他目的的设计。卖方在生产过程中使用的材料，无论是否以电子版留存，均为卖方的排他性财产。

8.2 All Buyer's logo's, trade names, or trademarks owned or used by Buyer in the course of its business ("Marks"), are the sole property of Buyer and Buyer will retain the intellectual property rights in relation to the use of such Marks. In case this is required for the performance of the obligations under the Agreement and/or these Conditions, Buyer shall grant Seller a free of charge and non-exclusive license to use the Marks for the term of the Agreement or until the obligations of Seller under these Conditions have been fulfilled. Buyer indemnifies and holds Seller harmless against any and all costs (such as, but not limited to (third party) claims, demands, liabilities, losses, damages, settlements, judgments awards) that may be sustained or incurred by Seller in relation to, or as a result of, the use of the Marks, if and to

the extent such use of Marks is prescribed by Buyer in relation to the Agreement and/or these Conditions.

买方在其经营中拥有或使用的任何标识、商标名及商标（“标志”），均为买方的独有财产。买方仍保留对上述标志的知识产权。如果基于本协议和/或协议条件的要求，卖方需要使用买方的标志，买方应当以非独家许可的方式授权卖方在销售协议有效期内或直至卖方在本协议条件下的义务履行完毕之日无偿使用买家的标志。如果标志的使用是由买方在销售协议或本协议条件中约定的，买方应当赔偿卖方并使卖方免于承担与标志有关或因使用买方标志所产生的一切费用（包括但不限于（第三方的）主张、要求、责任、损失、损害、争议解决和判决的费用）。

8.3 No clause in the Agreement nor in the Conditions is construed as granting or implying to Buyer any rights to the Product under any letters patent, or other intellectual property rights, or to use any invention covered thereby. If the Products are to be manufactured or any process is to be applied to the Products by Seller in accordance with a specification submitted by the Buyer, the Buyer will indemnify Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller's use of the Buyer's specification.

销售协议和本协议条件中任何条款均不可解释为明示或暗示授予买家专利许可证项下的任何产品权利，其他知识产权权利，或授权买家使用任何相关发明。如果产品是卖方依据买方提交的规格进行制作或依据买方提交的说明采取的制作程序，卖方因使用买方的规格而被主张赔偿侵犯任何其他方的任何专利、版权、已注



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册的设计、设计、商标或其他工业性或知识产权类的权利，买方将会赔偿卖方产生的与上述索赔相关的，已经支付或同意支付的所有损失，损害，成本和费用。

8.4 Seller may provide Products under one or more third party licenses and Seller shall pass through to Buyer and Buyer's customers such rights as are permitted under those licenses to allow Buyer and its downstream customers to use the Products as contemplated by the sale of Products.

卖方销售的产品中可能包含一项或多项第三方许可，卖方应根据该许可的规定将该许可再许可给买方及买方客户，以使买方及其下游客户可以按照销售目的使用产品。

9. Infringement 违约

In the event the Product and/or service originated by Seller is found or alleged to infringe any third party's proprietary rights, and such allegation arises solely out of Seller's published specifications and not Buyer's adaptations, modifications or requirements, Seller's sole responsibility to Buyer and at Seller's option shall be to (1) obtain for Buyer the right to use the infringing Product and/or service, or (2) replace the infringing Product and/or service with a non-infringing alternative, or (3) modify the infringing Product and/or service so that it becomes non-infringing. Seller will have the option to determine which of options (1), (2) or (3) to effectuate.

如果卖方提供的产品或服务被发现侵犯或涉嫌侵犯第三方的专有性权利，且该指控仅由卖方所公布的规格引起，而非因买方的修改或要求引起，则卖方可选择通过下述任何一种方式对买方承担责任：（1）取得合法使用侵权产品或服务的权利，或（2）以非侵权产品或服务替换侵权产品或服务，或（3）修改侵权产品

或服务使之不再侵权。卖方有权选择执行（1）、（2）或（3）任何一种方式。

In the event that Seller cannot redress the claim of infringement or that the remedies available to Seller are not commercially practical, Seller shall refund to Buyer an amount equal to the Products and/or services purchased from Seller that gives rise to such claim.

如果卖方不能对侵权指控进行救济或救济方式对于卖方而言不具有商业操作性，卖方应返还买方与其购买的被指控侵权产品和/或服务等额的价款。

Seller shall have no obligation or liability to Buyer for the claims: (1) to the extent that such claim arises from: (i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; (ii) design, specifications or instructions furnished by Buyer; (iii) the combination of the Product with any other product, service or technology; or (iv) the use of the Product or any part thereof in the practice of a process if Buyer does not incorporate the Product into a device of which the end-user is a consumer; (2) to the extent the claim is based directly or indirectly upon the quantity or value of Products manufactured by means of the Product or upon the frequency of use or the amount of use of the Product irrespective of whether such claim alleges that the Product as such, or its use, infringes or contributes to the infringement of any intellectual property rights of the claimant; (3) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; (4) to the extent any such claim arises from Buyer's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after Seller's notice to Buyer that Buyer should cease any such activity, provided such notice shall only be given if the Product is, or in Seller's opinion is likely to become, the subject of such a claim of infringement; or (5) for any costs or expenses incurred by Buyer without



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Seller's prior written consent; or (6) to the extent any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering a standard set by a standard setting body and/or agreed between at least two companies, (7) for infringement of any third party's intellectual property rights covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used, (8) for infringement of any third party's intellectual property rights with respect to which Seller or any of its Affiliates has informed Buyer or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement that a separate license has to be obtained and/or that no implied license is granted, or (9) where the claim is made after a period of three (3) years from the date of delivery of the Product to Buyer.

就下述主张，卖方对买方不承担责任或义务：
（1）主张产生于下列情况(i)因买方对产品的修改引起的侵权（未修改时并不会引起侵权）；(ii)由买方提供的设计、规格或指引；(iii)产品已与其他产品、服务或技术进行了组合；或(iv)买方未将产品装入最终使用者为消费者的设备中，导致产品或其任何部分在产品使用过程中出现的主张；（2）该主张是直接或者间接地因产品的数量或价值或基于产品使用的频率或次数，无论该主张是否如此阐述，或产品的使用侵犯或构成对索赔人知识产权方面的侵权；（3）对产品未经授权的使用或分销，或未依照产品说明书使用产品；（4）在卖方已经通知买方停止后，买方仍进行的制造，使用，销售，要约出售，进口或对产品的其他处置或推销。该通知仅会在产品导致侵权发生或卖方认为可能导致侵权发生的情况下给予买方，或（5）买方未获得卖方提前书面同意所产生的费用及开销；或（6）产生于涉及由标准制定主体制定的和/或由至少两个公司约定的标准的，侵犯第三方知识产权或涉嫌侵犯第三方知识产权；（7）涉及产品的制造、测试以及装

配的应用，电路，组合，或产品使用过程中的方法和程序导致的任何第三人知识产权的侵权主张；（8）在任何第三方知识产权侵权中，卖方或任何卖方的关联方已经通知买方或已经公布关于需要取得独立许可和/或未取得默示许可的声明（在数据表中或其他关于产品的说明或其他文件）（9）在交付产品给买方之日起三年后提出的主张。

10. Warranty 保证

10.1 All statements, technical information and recommendations about Products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All Products are sold with the understanding that Buyer has independently determined the suitability of such products for its purposes.

所有的陈述、技术信息及关于产品的推荐均依据于被认为可靠的产品检测，但这并不构成承诺与保证。所有产品的售出均建立在买方独立判断产品适用性的共识基础上。

Products are warranted to be free from defects in materials and workmanship for six (6) months. Any product shown, using Seller testing methods, not to comply with the above warranty shall be replaced without charge or Seller may issue a credit in such amount as it deems reasonable;

卖方保证产品在6个月之内无材料或工艺上的缺陷。若产品经过卖方检验程序检验确不符合上述保证，卖方应免费更换该产品或卖方给予合理金额的赔偿。

10.2 Should any failure to conform to Seller's warranty appear within a one (1) year period, Buyer's sole and exclusive remedy shall be, at Seller's option, either crediting, in whole or in part, the Buyer with the purchase price of the affected



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Products, or replacing the affected Products or any affected part or parts thereof.

如卖方未能在一年之内遵守其对产品的保证，卖方可选择以下述任一方式给予买方补偿：对有缺陷产品按照买方支付价格全部或部分以信用形式进行赔付；整体或部分替换有缺陷产品，上述为买方唯一且排他的救济途径。

10.3 In addition to the warranties and remedies set forth above, in the event a roll of pressure-sensitive inlays or RFID labels or tags (but specifically excluding non-pressure sensitive inlays) contain more than ten percent (10%) defective products, Buyer may, at its election, return the entire roll of such labels, tags or pressure-sensitive inlays for a refund of the price of the roll. The remedies set forth above are exclusive and in lieu of any other remedies, whether in law or in equity. No express warranties and no implied warranties whether of merchantability, fitness for any particular use, non-infringement of any statutory or common law intellectual property interest, including any patent, trademark, copyright, trade dress, trade name, or trade secret interest, or otherwise, except as set forth above (which is made expressly in lieu of all other warranties) shall apply to the Products. Seller specifically disclaims and excludes all other such warranties.

非压敏辊镶嵌（“干镶嵌”）、压敏镶嵌（“湿镶嵌”）、除了以上保证与救济以外，如果压敏镶嵌或无线射频识别标志和标签（无压敏感镶嵌除外）包含10%以上的瑕疵产品，买方可以选择退还全部带有标志、标签或压敏镶嵌的嵌体并要求退款。上述救济措施是排他性的，可替代其他法律上或衡平法上的救济措施。除了上述保证（已明确说明排除其他任何保证），卖方对产品不做任何明示或暗示的关于适销性、合目的性、不侵害任何成文法或普通法上知识产权（包括专利、商标、版权、商业包装、商号、

商业秘密或其他）的保证。卖方特别在此否认和排除所有其他的保证。

11. Liability 责任

11.1 Subject to any limitations or exclusions imposed by mandatory applicable law, Seller's aggregate liability to Buyer, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to direct damage only and shall not exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Buyer in respect of any occurrence or series of occurrences.

受限于强制适用法律的限制或除外责任，卖方因过失、违约、虚假陈述等所应承担的累计责任应不超过直接损失，不超过引发该责任的有瑕疵的、不符合约定的、损坏的、未送达的产品价值，产品价值依照发票净额确定。

11.2 The Buyer shall indemnify Seller against any and all losses, damages, and expenses including attorneys' fees and other costs that Seller may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission, or negligence of the Buyer in connection with or arising out of the use, operation, replacement, or repair of any product described hereunder and sold by Seller to Buyer.

如买方对卖方售与买方的产品的使用、操作、更换或维修的相关行为存在疏忽或过失，从而直接或者间接地引起类似主张或因违反默示保证、过失导致的主张，卖方对此辩护造成的所有损失，损害和费用，包括律师费和其他费用，买方均需赔偿。

11.3 Seller shall not be liable to Buyer for any



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indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, goodwill, reputation, or losses or expense resulting from third party claims.

卖方对买方非直接的、附带性的或间接的损失、损害或损伤不承担责任，包括但不限于预期利润、商誉、名誉或其他因第三方主张而产生的损失和费用。

12. Force Majeure 不可抗力

Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure including, but not limited to, fire, flood, (civil) war, serious domestic disturbances, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, or any causes or contingencies beyond a party's reasonable control, provided that the party who cannot perform as a result of such force majeure notifies the other party of the delay and the reasons thereof.

如果一方因不可抗力因素导致义务延迟履行或履行不能且已将该延迟情形及不可抗力因素通知协议相对方，协议双方均不因此承担责任，不可抗力包括但不限于火灾、洪水、战争、严重国内骚乱、机械故障、承运故障、贸易禁运、暴乱、劳工动乱（包括但不限于罢工、怠工）、政府当局的干涉、或其他超出一方合理控制范围的意外事件及原因。

13. Confidentiality 保密

Buyer shall not disclose to any third party any and all information regarding the design of the Products, any drawings, specifications, test

results, Product samples, quotations, prices, marketing materials and other terms of sale ("Confidential Information") received from Seller in connection with the Agreement and/or these Conditions, and shall use the Confidential Information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent required by law or with written approval of Seller.

除非因法律要求或经卖方书面允许，买方不得向任何第三方披露下述信息（“保密信息”）：产品设计、图形、规格、检测结果、产品样本、报价、价格、市场材料及其他从卖方处获取的销售协议条款和/或本协议条件，买方仅可利用保密信息履行其对卖方的义务与保证。

14. Assignment 转让

None of the rights or obligations of Buyer under the Agreement and/or these Conditions may be assigned or transferred in whole or in part without the prior written consent of Seller.

买方不得将其在销售协议和/或本协议条件下的全部或部分的权利或义务转让给第三方，除非事先征得卖方的书面同意。

15. Waiver 弃权

15.1. No waiver, alteration or modification of these Conditions shall be valid unless made in writing and signed by an office of Seller.

任何关于本协议条件的弃权、修改及更改需以书面形式做出并经卖方有权人员签署，否则将被视为无效。

15.2. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver



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thereof.

卖方未能或延迟行使其在本协议项下的任何权利或救济，不应视为放弃其权利或救济。

16. No Third Party Beneficiaries 无第三方受益人

These Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

本协议条件仅为协议双方及其各自继承人和其允许的受让人的利益所设，本协议条件未表达或意图授予任何第三人或主体任何法律上或衡平法上的权利、利益及救济。

17. Severability 可分割性

Each paragraph and provision of these Conditions is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

本协议条件的任何段落及条款均被认为是可分的。如果任何条款被认定无效或不可执行，其他条款仍旧拥有完整效力。

18. Jurisdiction and Applicable Law 司法管辖及适用法律

18.1 These Conditions shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat ("Applicable Laws"). The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

本协议条件受到卖方注册地法律法规的管辖并

依据卖方注册地法律法规进行解释（“适用法律”）。联合国国际货物买卖合同公约（“维也纳公约”）的条款不适用于本协议条件。

18.2 Any disputes arising out of or in connection with any order or sale agreement between Seller and Buyer shall be brought before the competent courts of Seller's registered seat.

任何由订单或买卖双方签订的销售协议引起的争议应受卖方注册地主管法院管辖。

19. Compliance 合规性

19.1 Seller will not be under an obligation to manufacture or supply any matter that, in its opinion, may be of an illegal/non-compliant nature.

卖方无义务提供或制造其认为不合法或不合规的产品。

19.2 All Products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all other applicable laws. Seller filed a Conflict Minerals Disclosure and Report on May 29, 2015. For additional details and to read the Avery Dennison Conflict Minerals Policy, please visit www.averydennison.com Sustainability Reports & Downloads.

卖方所有产品的制造均遵守《公平劳动标准法案》及其修正案的要求及其他适用法律的规定。卖方已于2015年5月29日发布《争端矿产披露报告》。更多细节及全文阅读请访问 www.averydennison.com 可持续发展报告及下载。

19.3 Buyer shall comply with all Applicable Laws and regulations including but not limited to the relevant European Union and U.S.A. laws and



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regulations on export and Buyer shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union and/or the U.S.A.

买方应遵守所有适用的法律法规，包括但不限于相关欧盟及美国法律法规中关于出口的规定。买方不得向任何欧盟和/或美国所禁止的国家、第三方、或其他主体出口或转出口任何卖方及其关联公司的技术数据及产品。

19.4 Buyer shall comply with the provisions of any applicable anti-bribery laws including, but not limited to, the UK Anti-Bribery Act, the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD").

买方应当遵守适用的反商业贿赂法的条款，包括但不限于英国《反商业贿赂法案》，美国的《反海外腐败法》（“FCPA”），经济合作与发展组织《关于打击国际商业交易中行贿外国公职人员行为的公约》（“OECD”）。

20. Default 违约

If Buyer does not comply with its obligations under these Conditions and if allowed by the Applicable Law, Buyer shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case and unless otherwise agreed: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Buyer from its obligations, and (ii) all amounts and interests payable by Buyer shall become immediately due to Seller without any rebate allowance. Seller may also terminate the order or any part hereof if Buyer has filed for bankruptcy or other insolvency proceeding. In the

event of termination for cause, Seller shall not be liable to Buyer for any amount.

如果买方未能履行本协议条件下的义务，买方即被视为法律上的违约(若适用法律允许)，无需任何通知和法律措施。在下述情形下，除非双方另有协议：(i) 卖方有权暂停其在本协议条件下的义务，包括但不限于在不免除买方义务的情形下暂停产品供应，和(ii) 所有的买方应付的价款及利息应当马上到期，且无任何折扣。如果买方已申请破产或其他清算程序，卖方有权终止全部或部分的订单。如果因买方过错终止协议，卖方不对买方承担任何赔偿责任。

21. Audit 审计

Buyer will maintain complete and accurate records of the fees and expenses under these terms at least twelve (12) months after the termination or expiration of an agreement between the parties, and will make such records available to Seller during normal business hours upon reasonable advance written notice. Buyer will provide copying capability and work space and cooperate in any audit of such records that Seller may undertake; Buyer will cooperate in any audit of such records that Seller may undertake; provided, however, that any such audit will be at Buyer's sole expense, or credits received within thirty (30) days from the date of the audit.

买方应在双方协议终止或期限届满后至少12个月内保留完整且准确的费用及开支记录。在卖方发出合理的提前书面通知后，买方应在正常工作时间内将该记录提供给卖方。买方应为卖方在审计过程中提供复印、工作空间及必要协助。审计过程中所产生的费用由买方自行承担，或在审计结束后30日内结清。



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买方Buyer: _____

签署Signature: _____

日期Date: _____