



## Sales and delivery terms, Gabriel AP

### 加布里埃尔·亚太销售发货条款 自 2016 年 7 月 1 日起生效

The sales and delivery terms for Gabriel (Tianjin) International Trading Co. Ltd. (Hereafter named Gabriel AP) shall apply to all orders and take precedence over other conditions etc. from a customer unless otherwise agreed in writing. The sales and delivery terms may be changed as necessary without notice.

除非另有书面约定, 加布里埃尔(天津)国际贸易有限公司(下文简称加布里埃尔·亚太)的销售发货条款适用于所有订单, 并优先于顾客的其他条件。必要时销售发货条款可进行更改, 不另行通知。

#### Order confirmation and consulting

##### 订单确认书和咨询

Once an order has been placed, it shall be binding on the customer. The customer shall place orders on the basis of an offer in writing prepared by Gabriel or directly on the basis of Gabriel's catalogues, website or similar. Orders shall be placed subject to access to goods and raw materials etc. After the order has been placed, the customer will receive an order confirmation. It is the customer's responsibility to check that the order confirmation is consistent with the order placed by the customer, whether the order is placed via the Customer Portal, via email or in any other written form. In the event of errors relating to the entry of the order, the customer must contact Gabriel immediately after receipt of the order confirmation. In the event of unforeseen problems, or if an unsatisfactory credit rating of the customer is received after order confirmation, Gabriel shall be entitled to cancel the order without any liability whatsoever or to demand a bank guarantee issued for the full amount, or payment in advance. Only in exceptional cases may the customer cancel a confirmed order, subject to Gabriel's consent in writing. Any consulting service provided by Gabriel on the products' applicability for or at the customer shall be deemed to be for guidance only. Gabriel shall not be liable for the customer's or its customers' specific use of the products.

订单生成时即对顾客生效。顾客应基于加布里埃尔提供的书面文件或是直接基于加布里埃尔的样品册、网站或类似渠道下单。顾客下单时应以接触过商品并了解其原材料等信息。下单后, 顾客会收到一份订单确认书。顾客有责任检查订单确认书与其所下订单是否一致, 以及下单是否通过顾客系统、邮件或任何其他书面文件。一旦进入订单出现问题, 顾客必须在收到订单确认书后立即联系加布里埃尔。如出现意料之外的问题, 或者在订单确认书送达后发现顾客的信誉不良, 加布里埃尔有权取消订单且不承担任何责任, 或者要求银行对全额支付或提前支付做出保证。顾客只有在加布里埃尔公司的书面同意下才可以取消订单。加布里埃尔公司对商品适用范围提供的所有咨询服务仅作为指导意见, 不为顾客(们)对商品的具体使用承担任何责任。

#### Product information, quantities, measurements and statutory requirements

##### 商品信息、数量、尺寸和法律要求

All product information in our catalogues, sample cards, drawings, website and similar is approximate and commercial tolerances must be expected.

我们的样品册、色卡、图纸、网址及其他类似的产品信息接近于实际情况, 允许存在商业公差。

For orders for entire rolls, Gabriel shall be entitled to deliver and invoice +/10% to the customer. Small quantities cut to order shall mean piece goods measured/cut to the customer's requests. Cut length orders are only available to a single decimal point.

对于整卷订单, 加布里埃尔有权在发运数量上有+/-10%误差并收取多余部分的费用。对于数量较少的提供裁剪服务的订单应按照顾客的要求进行裁剪。剪裁误差在 10 厘米内。

The customer shall be invoiced for the quantities/lengths actually delivered to the customer. For deliveries of goods which are non-standard products or colours, the customer shall accept the entire production.

顾客收到的发票应按照顾客实际收到的数量或长度开出。对于那些非标准的产品或色号, 顾客应接受全部的生产量。

The customer shall advise Gabriel of special requirements and standards

and of any existing statutory requirements in relation to the use of Gabriel's products, and the customer shall also ensure that the statutory requirements so advised shall be specified in the written agreement which is prepared by Gabriel and which forms the basis for the order.

顾客应告知加布里埃尔其与加布里埃尔产品的使用相关的特别要求和标准, 以及任何现行的相关法律法规, 确保所提及的法律法规包含在加布里埃尔准备的书面协议中, 在这些法律法规的基础之上完成订单。

#### Delivery terms, delivery time and delays

##### 交货条款、交货时间和延误

Unless otherwise specified in the order, the products shall be delivered EXW Gabriel's current and relevant warehouses in accordance with ICC Incoterms 2010.

除非另在订单中注明, 否则产品应依照 2010 年的 ICC 国际贸易术语在加布里埃尔目前的相关仓库交货。

The delivery time shall be specified in Gabriel's order confirmation in accordance with its best estimate, and minor deviations therefrom to a maximum, in exceptional cases, of fourteen (14) days for fabric deliveries shall be deemed to be delivery on time, and Gabriel will inform the customer of the postponement in writing as soon as possible. In the event of force majeure (see below), the delivery time may, however, be postponed until the obstacle ceases to exist and normal trade and transport are again possible.

交货时间应在加布里埃尔的订单确认书中注明, 并与估算时间保持一致。十四天之内的偏差应被视为按时交货, 加布里埃尔会尽快以书面形式通知顾客推迟事宜。然而, 在不可抗力因素(见下文)影响下, 交货时间可能会被推迟直到障碍消失且贸易和运输重回正轨。

If delivery has not been made within fourteen (14) days of the agreed time, this shall be deemed to be a major delay. If the customer has subsequently sent Gabriel a reminder in writing and delivery has not been made within seven (7) days from receipt by Gabriel of the reminder, the customer shall be entitled to cancel the order.

未能在约定时间之后的十四(14)天之内交货即被视为重大延误。如果顾客已经随后给加布里埃尔公司发送书面提醒, 而加布里埃尔公司没有在收到提醒后的七(7)天内交货, 顾客有权取消订单。

#### Retention of title

##### 保留所有权

Gabriel shall retain title in the delivered products until the customer has made full payment. All costs associated with enforcement of the retention of title shall be borne by the customer.

加布里埃尔公司将保留货物所有权直到收到全部款项。所有由于催款导致的费用由顾客承担。

#### Prices and payment

##### 价格和付款

Prices specified in price lists and other material from Gabriel are including VAT. If no price agreement has been made, Gabriel's current list prices for the products shall apply. Gabriel shall be entitled to change the prices in the price list with immediate effect. Prices in all materials are subject to changes in the rates of duty and freight and other taxes, and prices may be increased until delivery is made. Gabriel will notify the customer of all price changes.

加布里埃尔提供的价格表里和其他材料里注明的价格包含增值税(VAT)。如果在价格方面没有达成协议, 应以加布里埃尔公司当前清单上的商品价格为准。加布里埃尔公司有权对价格表上的价格进行更改, 更改即刻生效。所有材料里的价格受税率、运费和其他税影响, 交货前价格有可能上调。加布里埃尔公司会通知顾客所有的价格变动。

Unless otherwise agreed in writing and stated in the order, payment shall be made immediately upon delivery. Default interest will be charged on late payment at the rate of 1.2% per month from the due date until payment is made.

除非另有书面协议并且已在订单中注明, 付款应在交货时立即履行。如顾客延迟付款, 应从应付日期起每月支付采购金额的 1.2% 作为利息, 直到款项付清为止。

Gabriel may postpone all deliveries of orders or cancel orders in writing without incurring any liability for the action if the customer has unpaid overdue invoices for previously delivered orders. Full compensation for all consequent losses suffered by Gabriel shall be paid by the customer. If the customer has not paid for orders in advance, Gabriel may postpone the delivery of orders or cancel orders in writing without incurring any liability. All losses suffered by Gabriel shall be paid by the customer. If the customer has not paid for orders in advance, Gabriel may postpone the delivery of orders or cancel orders in writing without incurring any liability. All losses suffered by Gabriel shall be paid by the customer.

## Notice of defects and remedies

### 缺陷通知和补救

The customer shall arrange a thorough inspection of the products immediately after delivery and before use. In particular, the customer shall check the quantity received, the quality of the products, and their colours.

货物交付后顾客应在使用前对商品进行彻底的检查。具体地说，顾客应检查收到产品的数量、质量和色号。

The customer is obliged not to accept a shipment if there are any signs of transport damage. In the event of transport damage, the customer shall document this by photos and write a clear note in English of the damage on the CMR international waybill.

顾客不应接受有任何运输损害迹象的货物。运输过程中发生损害时，顾客应以图片形式记录，并用英语在 CMR 国际运单上清楚地告知损害。

All notices of defects shall be made in writing and sent to Gabriel. The notice shall be sent as soon as the customer becomes aware, or ought to have become aware, of the defect, and in any event not later than fourteen (14) days after delivery, or, in the event of delay, actual delivery of the products. In the event of non-visible defects, the notice shall be submitted not later than fourteen (14) days from the date on which the defect could have been discovered on a thorough inspection, but not later than three (3) months from the delivery date.

所有关于缺陷的通知应以书面形式发送给加布里埃尔公司。顾客应在发现或者理应当发现缺陷后立即发送通知，无论如何都不晚于实际交货日期后的十四(14)天内。发现不可见缺陷时，通知发送时间不晚于彻底检查后的十四(14)天内，且必须在交货后的三(3)个月之内。

If a part of the order is delayed or not delivered, or if a part of the order is defective, only this part of the order can be cancelled/terminated. All notices of defect shall be specific, documented, and contain an accurate description of the substance of the notice.

如果部分订单延误、未交货或者有缺陷，这部分订单可以取消/终止。所有有关缺陷的通知应具有具体标注、列入文件并包含对通知内提及内容的准确描述。

Defective products cannot be returned without Gabriel's prior consent in writing. Conforming products cannot be returned.

有缺陷的商品无加布里埃尔预先的书面同意不得退回。合格品不能退回。

Gabriel shall be entitled, at its option, to remedy the defect, deliver replacement goods, or grant the customer a proportionate reduction in the agreed purchase price. The customer shall not be entitled to cancel the purchase if Gabriel exercises one of the above remedies within a reasonable time of having had the opportunity to assess and qualify the notice of defect.

加布里埃尔有权根据自己意愿修复缺陷、替换产品或适当降低价格。如加布里埃尔对产品缺陷通过上述任一方法补救，顾客无权取消此次购买。

## Force majeure

### 不可抗力

Gabriel shall not be liable if the following force majeure events prevent or delay performance of the agreement (the list is non-exhaustive): war and mobilisation; rebellion and civil disobedience; terrorism; natural disasters; strike and lockout; shortage of goods; defective or delayed deliveries from sub-suppliers or if sub-suppliers are otherwise affected by circumstances; fire; lack of transportation; currency restrictions; import and export restrictions; death, illness or absence of key employees; computer virus or other circumstances beyond Gabriel's direct control. In these events, the affected party, Gabriel, shall be entitled to postpone the performance of its obligation until the obstacle has ceased to exist, or alternatively to cancel the agreement in full or in part without incurring liability if the obstacle results in postponement of performance for more than six (6) months.

如果下列不可抗力事件阻碍或推迟协议的完成(清单非完全列举): 战争和总动员; 叛乱和非暴力反抗; 恐怖主义; 自然灾害; 罢工和停工; 货物短缺; 二级供应商交货有缺陷或延误, 或者二级供应商被其他状况影响; 火灾; 交通不畅; 货币限额; 进出口限制; 死亡、疾病或主要员工缺席; 计算机病毒或其他超出加布里埃尔直接控制范围外的状况, 加布里埃尔公司不承担任何责任。在这些情况下, 对于受到影响的部分订单, 加布里埃尔公司有权推迟履行责任直到障碍消失, 如果由障碍导致推迟时间长于六(6)个月, 公司可取消部分或全部协议且不承担任何责任。

## Limitation of liability including product liability and the customer's liability

### 责任限制 包括产品责任和顾客责任

To the extent permitted under relevant legislation and notwithstanding the basis on which the claim may rest, including defects, delays and product liability, Gabriel shall not have any product liability or liability for other direct or indirect disruption of the customer's business, indirect loss, loss of profit or any other form of loss. Under all circumstances, Gabriel's maximum liability shall equal return to the customer of the amount paid for the delayed or defective part of the order. Gabriel shall not assume liability for damage or loss arising from the customer's incorrect application, unusual or rough use or wear of the products. Claims against Gabriel under mandatory product liability cannot exceed EUR 67,500 per incident or series of incidents arising from the same delivery. In the event of third party raising a claim against Gabriel in excess of the specified maximum amount, the customer shall be liable for the difference and reimburse it to Gabriel.

在相关法规允许的范围内, 即使产品有涉及包括产品缺陷、延误和产品责任在内的索赔依据, 加布里埃尔不为产品或其他由顾客生意的直接间接干扰、间接损失、利润损失或任何其他形式的直接或间接损失承担任何责任。在任何情况下, 加布里埃尔公司的最大责任应是归还顾客为延误或有缺陷的部分订单支付的费用。加布里埃尔不为由顾客错误应用、不寻常或粗暴使用、磨损产品而造成的破坏或损失承担任何责任。根据强制性产品责任, 向加布里埃尔的每次事故或同一交货批次的数次事故的索赔不能超过 67,500 欧元。当第三方向加布里埃尔提出的索赔超过已注明的最大数额时, 顾客应为差额负责, 补偿加布里埃尔这部分损失。

## Ten-year guarantee on fabrics

### 面料十年质保

Gabriel AP provides a ten-year guarantee against wear-through on selected products in normal office or home use\* and with normal maintenance and appropriate upholstery. This shall only apply to products labelled with or specifically marketed with a ten-year guarantee. See [www.gabriel.dk](http://www.gabriel.dk) for further details, or contact Gabriel's customer service for separate information.

加布里埃尔有限公司为选定的产品提供十年质保, 前提是这些产品均为正常办公或家用, 且是在正常维护和适当软包基础上。这仅适用于标有或在市场推广中详细标注拥有十年质保的产品。详情请见加布里埃尔网站: [gabriel-asia.com](http://gabriel-asia.com), 或者联系加布里埃尔顾客服务获取更多信息。

The guarantee covers replacement fabric or crediting, at Gabriel's option, under an approved complaint. A further condition is that the upholstery fabric has been properly maintained in accordance with Gabriel's stain guide, including keeping it entirely free of dust and soiling. It is also a condition that the upholstered object does not have sharp edges and corners, and that the foam used remains unchanged for at least ten years and does not crumble. The guarantee does not cover costs of reupholstering or other costs associated with the complaint, including remedying of the defect.

根据加布里埃尔意愿, 质保范围包括且基于加布里埃尔已经接受的索赔更换面料。进一步的条件是软包面料已按照加布里埃尔公司的维护说明进行维护, 包括吸尘和除污。同时软包的物体没有尖锐的边缘和棱角, 而且使用的海绵至少十年不变形。质保不负责重新软包或是其他投诉所产生费用, 包括修复缺陷。

Due to anticipated natural wear, Gabriel makes a 10% reduction in the credited original invoiced price per metre per annum after delivery of the fabric about which the complaint was made (i.e. 10% after one year, 20% after two years etc.).

由于预期中的自然磨损, 加布里埃尔对索赔的订单收取每米每年原始发票 10% 的费用(即一年后 10%, 两年后 20%等)。

\*Normal office or home use covers daily use for 8-9 hours in the office or home. The guarantee does not cover spot wear on limited areas (e.g. caused by sharp objects, studs, zips or similar).

正常的办公或家庭使用是指在办公室或私人住宅环境下每日 8-9 个小时的日常使用。质保不包括纺织品有限区域点的磨损(损坏可能由诸如尖锐物体、图钉、拉链等类似的物品造成)。

## Arbitration

### 仲裁

Any disputes or disagreements which may arise between Gabriel AP and the buyer, including financial outstanding, shall be decided with final and binding effect for the parties by the Beijing ChaoYang court in the jurisdiction in which Gabriel AP has its office in Beijing, in accordance with Chinese law.

加布里埃尔·亚太和采购方产生的任何质疑和争论, 包括财政方面的争议, 应依照中国的法律法规处理。裁决为最终决议对双方均有约束力。并且加布里埃尔·亚太和采购方均应向加布里埃尔·亚太驻京所在地的北京市朝阳区法院提起诉讼。