



GENERAL TERMS AND CONDITIONS OF SALE for RETAIL BRANDING AND INFORMATION SOLUTIONS as amended and updated from time to time including the Seller code of conduct available at www.averydennison.com (hereinafter collectively referred to as “Conditions”)

艾利丹尼森公司零售品牌和信息解决方案通用条款和条件、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. Avery Dennison (the “Seller”) sells or offers for sale its products (“Products”) to its customer (the “Buyer”) on the following terms and conditions (“Terms and Conditions”). Seller reserves the right to amend and update the Terms and Conditions from time to time without notice. 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.

艾利丹尼森公司（以下简称“卖方”）依据下述条款与条件（以下简称“条款与条件”）销售或要约销售其产品（以下简称“产品”）至消费者（以下简称“买方”）。卖方保留随时修改及更新本条款与条件的权利，无需进行任何通知。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. These Terms and Conditions are intended as a complete statement of the terms regarding the sale of the Products and shall prevail over any prior or collateral agreement or understanding between the parties relating to the subject matter hereof as well as the use by Buyer of any purchase order, acknowledgement or other form which is used solely for the convenience of Buyer.

这些条款与条件旨在作为关于产品销售的完整陈述，优先于双方就标的事项达成的任何事先协定或附属协议或非正式协议，并且可为买方在其采购订单、采购确认或其他协议中所采用，仅为方便买方而设置。

2. Orders

订单

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

除非经卖方以书面形式明确表示同意，下达给卖方的订单排他性地包含本条款与条件。

2.2. An order shall be in writing, with a reference number and signed by Buyer. 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。

2.3. Buyer’s request of Seller keeping certain



General Terms and Conditions of Sale 销售通用条款和条件

stock of Products shall be deemed as an order placed.

买方要求卖方预留一部分的库存产品应被视作发出订单。

2.4. 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 for any raw materials.

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，包括任何原材料的费用。

2.5. Delivery of Products does not constitute acceptance of an order.

产品的送达不构成对订单的接受。

2.6. Seller reserves the right to charge for preliminary work carried out at Buyer's request before any offer or order is made, including the work carried out for the purpose of supplying artwork samples or experimental copies.

卖方保留在订单或要约作出之前，对因买方要求而进行的前期准备工作进行收费的权利，包括为了提供样本图及实验样品所做的工作。

2.7. Buyer shall review all proofs for spelling, typographical and all other errors. Once a proof is accepted by Buyer, Buyer shall be responsible for any orders prepared in connection with such proof. Seller reserves the right to correct any inadvertent errors made in specifications and prices quoted at any time.

买方应审阅所有校稿中的拼写、排版或其他错误。一旦校稿被买方通过，买方对于该校稿所准备的任何订单负责。卖方保留在任何时间校正说明或报价中因疏忽而引起的错误的权利。

2.8. Buyer shall be responsible for all special or unique materials purchased by Seller in connection with an order by Buyer regardless of whether Seller manufactures Product using such materials.

买方应为卖方为其订单所购买的所有专用的或特殊的材料负责，无论卖方是否用该类材料制作产品。

3. Delivery 送达

3.1. Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force on the shipping date. Seller will deliver the Products Inco-terms FCA Seller's designated site unless otherwise agreed in writing.

交付适用于装运日期有效的由国际商会发布的国际贸易术语解释通则。除非另有书面约定，卖方将按照：货交承运人、卖方指定地点交付货物。

3.2. All delivery dates quoted are estimates only unless otherwise agreed in writing. Seller will use reasonable endeavors to deliver the Products by the agreed date but time of delivery shall not be the essence of contract nor shall Seller be liable for damages, whether indirect, incidental, special or consequential for loss of profit or use or howsoever, for failure to deliver or any delay in delivery arising from any cause whatsoever beyond the control of Seller. Buyer shall not be relieved of any obligation to accept or pay for the Products by reason of any delay in delivery or dispatch.

除非双方以书面形式约定，所有提及的交付日期均为预估日期。卖方应尽合理努力在约定日期交付产品，但交付时间不应成为合同的核心部分，且卖方不应当为超出其控制的原因所引起的未能交付或延迟交付导致的买方间接性、附带性、特殊的利润损失或使用损失承担责任。



General Terms and Conditions of Sale 销售通用条款和条件

买方不可因为卖方延迟交货或延迟发货而免除收货及付款的义务。

3.3. Seller reserves the right to delivery by installment and each installment shall be deemed to be sold under a separate contract. Failure of Seller to deliver an installment shall not entitle Buyer to rescind or repudiate the balance of any contract.

卖方保留分期交付的权利，并且每期交付都应被视作产品通过单独的合同被售出。若卖方未能按时交付某一期产品，买方无权取消其余部分的合同或拒绝支付任何合同的剩余款项。

3.4. The Products shall be at Buyer's risk from the time of delivery to Buyer. Until Buyer has fully fulfilled payment obligations, the Products remain the property of Seller regardless of where they are stored.

自产品送达买方后，产品风险应由买方承担。若买方未完全履行付款义务，无论产品位于何处，卖方仍保留产品所有权。

3.5. Buyer shall inspect the Products and in respect to any obvious physical damage or defect of the Products shall be reported to Seller within forty eight (48) hours or shall constitute acceptance.

买方应当检验产品是否存在明显的有形的损坏或缺陷，并应当在48小时之内报告卖方，否则即构成接受。

3.6. Buyer acknowledges the difficulty of manufacturing an exact quantity. Unless agreed otherwise in writing, Seller may deliver Products within ten percent (10%) margin for printed Products and ten percent (10%) margin for woven Products above or below the quantity ordered; provided, however, that quantity variations may exceed ten percent (10) percent for Products manufactured to the Buyer's

specifications and Buyer shall be invoiced for such additional quantity.

买方承认生产准确数量产品的困难性。除非以书面形式另行约定，卖方可以交付数量差额在订单数量上下浮动10%以内的印制品及织造品。然而，如果是按照买方说明所制造的产品，数量差额可能超过10%且买方需为多出数量的产品付费。

3.7. Products sold by Seller are returnable only in accordance with the Terms and Conditions hereof and shall require Seller's written authorization and instructions.

卖方售出产品的退回仅可依据本条款及条件，同时应当获得卖方的书面授权及指示。

4. Quotation 报价

4.1. Seller's quotation is not an offer to sell, but it is an invitation to submit an order and no contractual relationship arises therefrom 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。直到买方的订单被卖方接受时，合同关系方才成立。

4.2. 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.

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。

5. Price 价格

5.1. Unless otherwise agreed in writing,



General Terms and Conditions of Sale 销售通用条款和条件

Seller's price excludes all applicable taxes, duties, transportation charges and insurance fee. Seller reserves the right to change prices without notice.

除非双方以书面形式另行约定，卖方所列价格未包含所有适用的税费、关税、交通费、保险费。卖方有权变更价格而无需通知买方。

5.2. Orders calling for future delivery shall be billed at prices in effect on the shipping date. Unless stated otherwise herein, different products on an order may not be combined to obtain quantity pricing.

在将来交付的订单需按照装运时有效价格收费。除非在本条款及条件中另行说明，同一账单中的不同产品不能合并获得批量价格。

6. Payment 付款

6.1. Unless otherwise agreed in writing payment shall be made within thirty (30) days from invoice date.

除非双方以书面形式另行约定，账单款项应在账单签发后30日内结清。

6.2. Payments shall be considered in arrears if not made within the terms agreed and shall be subject to a charge of 1.5% per month on the unpaid balance. The imposition of such charge shall not infer any consent, acquiescence or other agreement, expressed or implied, on the part of Seller to forbear or otherwise defer collection of such payments.

如果买方未在约定付款期限内付清账款，将被视作拖欠账款，买方应就未支付部分金额向卖方支付每月1.5%的费用。该费用的征收不被视为卖方允许、默许或以其他明示或暗示的同意延迟征收应付款项。

6.3. Payments in arrears shall make all

subsequent invoices immediately due and payable, and Seller may withhold subsequent deliveries until the account is settled, or cancel the order immediately without prejudice to all rights of Seller to recover any monies due and owed to Seller.

拖欠应付款会导致所有未到期的账单即刻到期并处于应支付状态，在账款支付之前，卖方可不进行后续的交付，或可即刻取消订单。上述的行为并不影响卖方为收取任何应收而未付款项而主张的其他权利。

6.4. Buyer shall indemnify Seller for any costs and expenses including collection fees and legal fees (including reasonable attorney fees) for which Seller may become liable or incur in the collection of overdue payment.

买方应当赔偿卖方因收取逾期账款而产生的所有成本及费用，包括托收费及法律方面的费用（包括合理的律师费）。

6.5. Any claims of whatsoever nature by Buyer against Seller in respect of the Products shall not entitle Buyer to withhold payment for any part of the Products from Seller, nor shall Buyer be entitled to set off any such claim against any claim by Seller for the payment, nor shall Buyer be entitled to claim a stay of execution on any judgment for the price in reliance upon such claim.

买方对卖方关于产品所做出的任何主张都不会赋予买方不支付任何部分的产品价款的权利，也不会赋予买方将其应付账款与卖方应付账款进行抵消的权利，也不会赋予买方因上述主张而主张延期执行任何关于价格的判决的权利。

6.6. Seller reserves the right to set-off any amount payable to Buyer.

卖方保留将需支付给买方的款项与买方需支付的价款进行抵消的权利。



General Terms and Conditions of Sale 销售通用条款和条件

7. Intellectual Property 知识产权

7.1. Buyer shall grant Seller all necessary rights, and licenses, royalty free, to use Buyer's intellectual property as it pertains to the Products free of charge for Seller's performance of the obligations hereunder.

卖方履行本条款与条件项下的义务时，买方应当授予卖方所有必要的权利、许可并免除版权费，使卖方可以免费使用买方的与产品相关的知识产权。

7.2. Where Products are manufactured, sold or delivered under the license granted by Buyer, or in accordance with Buyer's descriptions or specifications, Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the infringement of any intellectual property or other rights of third parties.

如果产品是根据买方的许可、描述、规格进行制造、销售、交付的，买方应赔偿并使卖方免受第三方主张或要求的关于知识产权侵权及其他权利侵权所造成的损失。

7.3. Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that Buyer may, prior to the manufacture of special order goods, request that the imprint only be deleted.

卖方有权压印名称及其他可适用的版权、商标或专利信息于产品上，除非买方在特殊订单产品制作前要求删除该压印印记。

8. Warranty 保证

8.1. Seller does not guarantee color fastness, non-shrinkage or stonewash resistance levels or consistency of color of paper or substrates or ink

or matching of typography for Products imaged or rendered by Seller. Buyer shall not reject the Products or claim against Seller for variations in dimensions, quantity, format, hardness, quality, satin finish and/or color, which are beyond the reasonable control of Seller.

卖方对其提供产品不保证色牢度、无收缩或达到石磨洗阻力水平，也不保证纸张、基板、油墨颜色的一致性或卖方所呈现或提供的产品排印的一致性。买方不得因卖方合理控制范围之外的尺寸、数量、版型、硬度、质量、表面光洁度和/或颜色的差异拒绝接收产品或起诉卖方。

8.2. Colors of Products shall match to samples or sketches provided by Buyer as accurately as possible, but no guarantee given for an exact match. lithographic Products will be matched to standardized or established (e.g. Pantone®) colors and produced within normal commercial print colorants for color match.

产品的颜色应当尽可能保证与卖方提供的样本或示意图一致，但卖方并不保证绝对的一致性。平板印刷品的颜色应当与已标准化的或已有的颜色（例如潘通色卡®）保持一致，并且通过常用商业染色剂制作以保证颜色匹配。

8.3. All statements, technical information, recommendations, drawings and other particulars concerning Products or samples provided by Seller, descriptions and illustrations contained in catalogues, price lists and other advertisements of Seller are approximate only or based upon tests believed to be reliable, and shall not constitute any representation, guarantee or warranty.

所有有关产品或卖方提供的样品的陈述、技术信息、推荐、绘图、产品目录中包含的描述及说明，价目表和其他卖方的广告仅为大致的信息或基于被认为是可靠的检验作出的，而不构成任何陈述、承诺与保证。

8.4. It is the sole responsibility of Buyer to determine whether the Products are suitable for the purposes of Buyer. Warranty of fitness for a particular purpose is excluded as Products are provided on the basis that Buyer has independently determined the suitability of the Products for its purpose.

买方承担独立判断产品适用性的责任。卖方不做任何关于特定用途适用性的保证，产品是基于买方独立判断产品适用性而提供给买方的。

8.5. Seller warrants the Products to be free from defects in material and workmanship. Should any failure to conform to this warranty appear within thirty (30) days of delivery, upon notification thereof within seven (7) days of such appearance and substantiation that the Products have been stored and applied in accordance with Seller's standards, Seller shall within a reasonable period correct the defects by replacement without charge at Seller's plant or at the location of the Products at Seller's election, or issue a credit in an amount not to exceed the price of the Products if Seller in its sole discretion determines that replacement is not commercially practical. The warranty given will not be binding on Seller if Buyer does not inform Seller in writing of the damage promptly or in any event within seven (7) days of the damage occurring.

卖方保证产品无材料或工艺上的缺陷。如果在产品交付之后30日内，买方发现产品质量不符合该保证且该产品已经按照卖方标准进行仓储，在发现或证实该缺陷之后7日内，买方应当通知卖方。卖方应当在合理时间内选择在卖方工厂或产品所在地进行换货。如果卖方基于独立判断认为换货不具有商业上的可操作性，卖方可以信用形式赔偿买方不超过产品价格的价款。如果买方未在损坏发现之日起7日内以书面形式告知卖方该损坏，本条保证对卖方不再具有约束力。

8.6. In no event shall Seller be liable for any special, punitive, incidental or consequential damages including, but not limited to loss of profit, loss of sales, loss of opportunity, loss of use or capital or loss of production or any other damages of any kind resulting from or in any way related to breach of warranty even if Seller has been advised of the possibility of such damages.

卖方不对任何特殊的、惩罚性的、附带性的或间接的损失包括但不限于利润损失、销售损失、机会损失、使用或资本损失或生产损失或因违反保证导致的任何形式的损失负责，即使卖方已经被告知该损坏发生的可能性。

8.7. The remedies of Buyer set forth herein are exclusive, and the total liability of Seller arising out of any contract or from the manufacture, sale, delivery, resale, installation or use of any Products shall not exceed the purchase price of the Products upon which liability is based.

本协议中列明的买方的救济措施是排他性的，由任何协议引起的或由生产、销售、交付、再出售、安装、任何产品的应用所引起的卖方的总赔偿责任将不超过相关产品的购买价格。

8.8. Buyer acknowledges that Seller has not made any representations to Buyer other than those which are specifically referred to or contained herein.

买方承认卖方未作出任何本条款与条件包含或特别提及的保证以外的其他保证。

8.9. Notwithstanding the above, all warranties given by Seller are subject to Applicable Laws. Any other warranty of merchantability, fitness for a particular purpose or other warranty of quality or otherwise, whether express or implied by law is hereby excluded to the extent permitted by Applicable Laws.



General Terms and Conditions of Sale 销售通用条款和条件

纵然有上述条款，所有卖方所做的保证均受限于适用法律。任何其他关于适销性、特殊目的适用性或其他关于质量及其他的保证，无论法律明示或暗示均在适用法律所允许的程度内被排除。

9. Force Majeure 不可抗力

9.1. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, terrorists attacks, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements or interventions, acts of God or public enemy, prior orders from others or limitations on Seller's or its supplier's products or marketing activities or any other cause or contingency beyond Seller's control.

买方不对任何因意外、火灾、罢工、暴乱、民变、恐怖主义袭击、战争、恶劣天气、贸易禁运、承运故障、无法获得运输条件、政府的要求及干涉、天灾人祸、他人的在先订单或卖方或其供应商产品的限制或市场活动或任何其他原因或超出卖方控制范围的意外事件所造成的任何损失、损坏，延迟，运送计划的改变及改变或无法履行交付义务而承担责任。

10. Confidentiality 保密

10.1. 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 these Terms and 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. Confidential Information shall not include information which is or becomes publicly available through no fault of Buyer or which Buyer can show was already in Buyer's possession prior to receipt from 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/或本条款与条件，买方仅可利用保密信息履行其对卖方的义务与保证。保密信息不包括非因买方过错导致的已经或即将为公众所知晓的信息，且卖方可以证明在买方从卖方收到该信息之前已经知悉的信息。

11. Assignment 转让

11.1. Any assignment, of order or of any rights hereunder in any manner, in whole or in part, without the prior written consent of Seller shall be void. Seller may assign any or all of these Conditions or Agreement to any affiliate of Seller or to an entity acquiring substantially all of the assets of the business related hereto.

除非卖方事先以书面形式同意，任何有关订单或本条款与条件项下的权利以任何形式全部或部分的转让均被视为无效。卖方可将本条款与条件下全部或部分权利与义务转让至卖方关联方或转让至实质上取得全部资产的其他主体。

12. Waiver 弃权

12.1. No waiver, alteration or modification of these Terms and Conditions shall be valid unless made in writing by Seller.



General Terms and Conditions of Sale 销售通用条款和条件

任何关于本条件与条款的弃权、修改及更改需卖方以书面形式作出，否则将被视为无效。

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

12.3. No waiver by Seller with respect to any breach or default or any right or remedy or any variation of these Terms and Conditions shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy or any other variation of the foregoing Terms and Conditions.

卖方关于任何违约或任何权利或救济或本条款与条件的任何变更所做的弃权都不构成关于任何其他违约或任何其他权利与救济或任何其他上述条款与条件的变更的持续的弃权。

13. Third Party Beneficiaries 第三方受益人

13.1. These Terms and 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.

本条款与条件仅为协议双方及其各自继承人和其允许的的受让人的利益所设，本条款与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。

14. Severability 可分割性

14.1. These Terms and Conditions are severable and if any provision is held invalid or

unenforceable the remainder shall nevertheless remain in full force and effect.

本条件和条款均可分，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。

15. Compliance with laws 合规性

15.1. 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 United States of America.

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信息数据及产品。

15.2. Buyer represents and warrants that it shall comply with all applicable laws and regulations including but not limited to relevant European Union and U.S.A. Laws and Regulations on export, the UK Anti-Bribery Act, the Foreign Corrupt Practices Act of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials.

买方陈述并保证其会遵守所有适用的法律法规，包括但不限于相关欧盟和美国关于出口的法律，英国的《反商业贿赂法案》，美国的《反海外腐败法》以及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》。

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

16.1. The validity, interpretation and performance for the sale of Products by Seller to Buyer shall be governed by and constructed in accordance with the laws of the jurisdiction to which the Seller is subject ("Applicable Laws") and the parties hereby submit any unresolved



General Terms and Conditions of Sale 销售通用条款和条件

disputes to the courts of same the jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Products shall not apply.

卖方出售给买方产品的销售行为的有效性，解释和履约应当受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”）。双方同意将未决争议提交至该管辖法院。联合国国际货物买卖合同公约的条款不适用于本条款与条件。

17. Default 违约

17.1. In the event that Buyer is unlikely to be able to discharge its obligations here under, or upon breach by Buyer of all or any of the Terms and Conditions contained herein, Seller shall be entitled to consider the order as cancelled, without prejudice to the right of Seller to recover damages for breach of contract or otherwise, and without incurring any liability whatsoever for any loss or damage thereby occasioned, and Buyer shall forthwith pay to Seller all sums due without rebate or allowance.

若买方出现可能没有办法履行其义务或买方已出现违反部分或全部本条件与条款的情况，卖方在不损害其要求违约赔偿的权利以及不承担任何因此造成的损失或损害的责任下，应当有权认为订单已经被取消。买方应立即向卖方支付所有到期未支付的款项，且该款项不得有任何减少。

18. Audit 审计

18.1. Buyer shall maintain in accordance with generally accepted accounting principles the complete and accurate records relating to Buyer's compliance and performance under these Terms and Conditions, for at least twelve (12) months after the sale of Products. Seller shall have the

right at any time during normal business hours, upon three (3) days' prior notice, to examine and audit such records, and make copies of such records as it deems necessary.

在产品售出后至少12个月内，买方应当按照普遍接受的会计原理保留买方遵守与执行本条款与条件的完整且精确的记录。经提前三天通知买方，卖方应有权在正常办公时间内的任何时间检验并审核该记录，如果卖方认为必要，也可以拷贝该记录。

19. Recalls 召回

19.1. If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, Buyer shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.

如果卖方因为产品可能违反任何法律或任何其他原因被政府当局要求或命令或自愿决定召回任何产品，买方应全力配合卖方的召回工作，包括但不限于停止自身产品销售。在卖方事先书面允许之前，买方不得发布关于召回的新闻、也不得进行采访或做声明。

19.2. If the recall is due to Buyer's specifications, or negligent acts or omissions in handling, storing or packaging the Product or Buyer's failure to comply with Applicable Laws, then Buyer shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Buyer and Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

如果召回是因为买方在处理、存储、包装产品



General Terms and Conditions of Sale
销售通用条款和条件

过程中的过失行为、疏忽或买方未遵守适用法律或卖方的说明所引起的，买方有义务接管并执行产品召回的工作，因产品召回造成的一切费用与损失均由买方承担，并且买方应赔偿卖方处理关于召回的索赔及要求的损失。

买方Buyer: _____

签署Signature: _____

日期Date: _____