



Donaldson Company, Inc.

# Purchase Order Terms Greater China

## Terms and Conditions of Purchase

1. The terms and conditions of purchase set out in this document (the "Conditions") shall apply to all contracts for purchase of goods (the "Goods") by Donaldson (Wuxi) Filters Company Limited ("Purchaser") from seller ("Seller") to the exclusion of all other terms and conditions which Seller may purport to apply under any sales offer, confirmation order or similar documents. Dispatch or delivery of the Goods by Seller to Purchaser shall be deemed conclusive evidence of Seller's acceptance of the Conditions. Any variation to the Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Purchaser.
2. **The Goods & Order**
  - a. The quantity and description of the Goods shall be as set out in Purchaser's purchase order.
  - b. Purchaser may amend any terms of its purchase order by giving written notice to Seller. Seller shall be deemed to have accepted the amended terms if it fails to reply in writing within 2 days after the date of receipt of such notice of amendment from Purchaser.
3. **Price**
  - a. The price of the Goods (the "Piece") shall be the price set out in the Purchaser's purchase order. Unless otherwise agreed to it writing by Purchaser, no other charges (including but not limited to packaging or documentation charges) is payable by Purchaser under the contract.
  - b. Payment of the Price shall be in accordance with the payment term set out in the Purchaser's purchase order.
  - c. Purchaser may set off against the Price and any payment due to Seller under the contract any sum payable by Seller to Purchaser (whether under the Contract or otherwise).
4. **Property and Risk**
  - a. a) Delivery is made when the Goods are delivered on board of vessel nominated by Purchaser at the port nominated by Purchaser. Property of the Goods shall pass to Purchaser on such delivery.
  - b. Purchaser shall not be deemed to have accepted any part of the Goods until after Purchaser has actually inspected the Goods and ascertained that they are in accordance with the contract. Risk of the Goods shall pass to Purchaser upon Purchaser's acceptance the Goods after such inspection.
  - c. Purchaser may by written notice to Seller prior to acceptance reject the Goods which are not in accordance with the contract within a reasonable time after such inspection. In such event, Seller shall promptly refund all sum paid by Purchaser under the contract and shall promptly collect the Goods delivered at its own costs. If Seller fails to collect the Goods within 10 days of receipt of written notice of rejection from Purchaser (including but not limited to Purchase's Notification of Rejected Materials), Purchaser may dispose of the Goods as Purchaser shall think fit without any liability to Seller whatsoever.
5. **Shipment and Delivery**
  - a. The Goods are purchased on FOB terms. Where Purchaser has appointed forwarder at the country of origin of the Goods, shipment shall be made via Purchaser's forwarder, as stipulated in Purchaser's purchase order. INCOTERMS 2000 shall apply to the Contract.
  - b. Seller shall deliver the Goods to Purchaser on the delivery date specified in Purchaser's purchase order ("Delivery Date").
  - c. The Delivery Date is of the essence of the contract. If Seller fails to deliver all of the Goods on the Deliver Date, then without prejudice to Purchaser's other remedies for breach of contract, Purchaser may terminate the contract by written notice. In such event, Seller shall promptly refund all sum paid by Purchaser under the contract and shall collect any Goods delivered at its own costs unless otherwise agreed in writing. If Seller fails to collect the Goods within 10 days of receipt of written notice of termination from Purchaser, Purchaser may dispose of the Goods as Purchaser shall think fit without any liability to Seller whatsoever.
6. **Intellectual Property**
  - a. Seller warrants that the Goods shall not infringe the intellectual property rights of any third party. In the event that the Goods, its use or sale infringe any third party's intellectual property rights, Seller shall fully indemnify Purchaser against all claims, demands, actions and legal proceedings

whatsoever made upon Purchaser in respect of any damage loss or injury to any person or property whatsoever caused by or in relation to such infringement.

- b. Where any specifications and designs of the Goods or any of the Goods have been provided by Purchaser, the copyright, design right or any other intellectual property in them shall remain the property of Purchaser. Seller shall not disclose such specifications and designs to any third party without Purchaser's prior written consent.

## 7. Warranties

- a. Seller warrants that the Goods will be in good working order and conform to its specifications at the time of their delivery to Purchaser against any defects due to bad design, workmanship of faulty materials.
- b. All representations, statements of warranties made or given by Seller, its servants and agents (whether orally or in writing or in any of Seller's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Goods shall be deemed to be express conditions of the contract.

## 8. Rework

If rework or sorting is necessary due to non-conformity of specification by sellers and or other faults of the sellers, at the Purchaser's discretion the Sellers must rework or sort the goods delivered. In such an event the Sellers are liable for any additional expenditure incurred.

## 9. Equipments

All tooling, dies, moulds, jigs and special equipments furnish by Purchaser to Seller or specifically paid for by Purchase and any replacement thereof used in the performance of the contract (collectively "Equipments") shall be and remain the property of Purchasers. Seller shall use the Equipments solely for the purpose of performing the Contract and shall return the Equipments at its costs to Purchaser upon demand by Purchaser.

## 10. Indemnity

In the event that any of the Goods shall be defective in any respect whatsoever, Seller shall indemnify Purchaser against all losses, claims and expenses incurred by Purchaser as a result of any accidents, injuries or damages to any person or property caused or occasioned by the use or sale of such Goods or attributed to the defective conditions of such Goods.

## 11. Work on Purchaser's Premises

In the event that Seller has to perform any service or work at Purchaser's premises under the contract, Seller shall purchase all insurance policies as may be required by Purchaser in connection with the same. Seller shall fully indemnify Purchaser against all claims, demands, actions and legal proceedings whatsoever made upon Purchaser in respect of any damage loss of injury to any person or property whatsoever caused by or through Seller's activities in such premises.

## 12. Sub-Contract and Assignment

Unless otherwise agreed to in writing by Purchaser, Seller shall not sub-contract or assign any part of the contract to any third party.

## 13. Changes

Purchasers shall have the right to make changes in this order. If any of the changes cannot be complied with, sellers must notify purchaser immediately and negotiate for adjustments. Unless agreed to by purchaser in writing, all prices, discounts and conditions of purchaser shall not be changed.

## 14. Severability

If any provision of the Conditions shall be held to any extent to be illegal or unenforceable by a court of competent jurisdiction, that provision shall to that extent be deemed not to form part of the Conditions and the enforceability of the remainder of the Conditions shall not be affected.

## 15. Laws

The contract shall be constructed in accordance with the laws of the laws of PRC. Any disputes arising from the performance of this Contract shall be resolved by amicable negotiation on between the parties. In case no settlement is reached through negotiation, the parties irrevocably agree to submit to the nonexclusive jurisdiction of the courts where the Purchaser is located.

## 16. Miscellaneous

The Conditions shall constitute an integral part of the Contract and shall be equally valid. In the event of any inconsistency between the Contract and the General Terms, the Contract shall prevail.

## 购买的条款和条件

1. 本文件列明的购买条款和条件（“条件”）适用于唐纳森(无锡)过滤器有限公司（“买方”）和卖方（“卖方”）签订的所有货物（“货物”）购买合同，此条件排除卖方在其他销售订单、确认订单或类似的单证中所声称条件的适用。卖方负责运送或交付的行为将被视为卖方接受此条件的确切证明。本条件的任何变更（包括双方间任何特殊的条款和条件）将不被适用除非有买方的书面同意。
2. 货物和订单
  - a. 货物的数量和种类必须在买方的购买合同中列明。
  - b. 买方有权以书面通知的方式通知卖方修改订单条款。在收到买方此种修改通知的两天后，卖方没有以书面形式作出回复，那么将视作卖方接受了此修改条款。
3. 货款
  - a. 货物的价格（“货款”）必须在买方的购买订单中列明。除非经过买方的书面同意，买方都不支付合同中的其他费用（包括但不限于包装和单证费用）。
  - b. 货款必须根据买方购买合同中列明的支付条款而支付。
  - c. 买方可以以买方给卖方的合同项下的货款和付款来抵消卖方应付买方的有关款项（无论是基于合同还是其他协议）。
4. 所有权和风险
  - a. 货物被装运到由买方指定的停靠在买方指定港中的船舶上时，货物交付即完成。
  - b. 买方将不被视作接受了任何部分的货物，除非买方已经检验了货物并且确定它们符合合同约定。在买方检验了货物并接受后，货物的风险才转移给买方。
  - c. 在检验后的合理时间内，买方可以在发出接受货物的书面通知前拒绝不符合合同约定的货物。在这种情况下，卖方应当立即退还所有已经由买方根据合同支付的款项，同时应当立即将货物入库整理，费用由卖方承担。如果卖方在接到买方发出的拒收货物通知（包括但不限于拒收设备通知书）的10天内仍然没有将货物整理入库，买方可以以自己认为的合理方式处分货物而不用对此向卖方承担责任。
5. 海运和交付
  - a. 货物以FOB条款购买。当买方已经指定货物起运地的承运人时，货物必须由该承运人根据买方购买订单的规定运输。合同适用国际贸易术语2000。
  - b. 卖方必须在买方购买订单中所规定的交付日交付货物。（“交付日”）
  - c. 交付日是合同的要件之一。如果卖方在交付日不能交付所有货物，且不能对因合同违约造成的损失提供补救，那么买方可以书面形式解除合同。在这种情况下，除非有买方的书面同意，否则卖方应当立即退还所有已经由买方根据合同支付的款项，同时应当立即将货物入库整理，费用由卖方承担。如果卖方在接到买方发出的拒收货物通知（包括但不限于拒收通知书）的10天内仍然没有将货物整理入库，买方可以以自己认为的合理方式处分货物而不用对此向卖方承担责任。
6. 知识产权
  - a. 卖方需保证货物不会侵害任何第三方的知识产权。如果货物的使用或销售侵害了任何第三方的知识产权，卖方需赔偿买方所有因该知识产权被侵害而引起的索赔、要求、诉讼和司法程序带来的损失，包括对任何人或财产造成的人身伤害或财产损失。
  - b. 一旦货物的技术要求和设计或者货物已经提供给买方，那么其中的著作权、外观设计或其他知识产权将由买方所有。没有得到买方事先的书面同意，卖方不得将这些技术要求和设计泄露给任何第三方。
7. 保证
  - a. 卖方保证货物保持正常的工作状态，符合交付给买方时的技术要求而不具有因为设计问题，做工或有缺陷的原材料导致的瑕疵。
  - b. 卖方、或其雇员和代理商做出的符合本条件目的质量和合格要求的任何表述、声明或保证（无论是口头的还是书面的或者在卖方任何的目录手册和广告中的），都将被视为合同明确的条件。
8. 重做  
如果重做或整理是由于卖方说明书的不一致或卖方的其他过错导致的，那么根据买方的判断，卖方必须重做或整理交付的货物。在这种情况下，卖方有义务承担已经发生的额外费用。

## 9. 设备

所有由买方提供给卖方的刀具、金属模具、注塑模具、夹具、特殊设备或由买方支付而特定化的物品或为履行订单而使用的替代物（“设备”），仍然由买方保留所有权。卖方只能将这些设备用于履行合同的目的并根据买方的需要而返还，且费用由卖方承担。

## 10. 赔偿

如果产生了与任何货物有关的瑕疵，卖方需赔偿买方因使用或销售该货物或可归因于货物瑕疵而引起的任何事故、人身伤害或财产损失，赔偿范围包括买方所有的损失、索赔、费用。

## 11. 在买方工作场所工作

如果卖方基于合同需要在买方的工作场所提供服务或工作，卖方需要支付本来由买方在同等条件下支付的保险费用。卖方需赔偿所有因卖方在该工作场所中的活动而引起的索赔、要求、诉讼和司法程序等给买方带来的损失，包括对任何人或财产造成的人身伤害或财产损失。

## 12. 转包合同和转让

除非经过买方特别的书面许可，卖方不能将订单项下的部分或全部内容转让或转包给第三方。

## 13. 修改

买方有权对订单做出修改，如果此项修改不能被接受，卖方必须立即通知买方并协商调整的事宜。除非经过买方书面许可，任何货款、折扣和条件不得被修改。

## 14. 条款效力的独立性

如果本条件的任何条款被有管辖权的法院确认为非法或不具有强制执行效力，那么该条款将不被视为本条件的组成部分，同时也不影响其他条款的强制执行效力。

## 15. 法律适用

合同基于中华人民共和国法律而成立。卖方和买方应通过友好协商解决其争议，协商不成，双方同意应向买方所在地有管辖权之法院提起诉讼，此种同意不可改变。

## 16. 其他条款

本条件为合同不可分割之组成部分，与合同具有同等效力，二者有不一致之规定时，以合同为准。