

VOX SUPPLY GROUP
TERMS AND CONDITIONS OF PURCHASE
沃克斯集团 采购条款和条件

1. INTERPRETATION 解释

Vox 沃克斯	VOX SUPPLY GROUP/ VOX SUBSIDIARIES 沃克斯集团/沃克斯子公司
The Supplier 供应商	Vox's vendor for Goods and/or Services 给沃克斯提供产品或者服务的卖家
Conditions 条件	These terms and conditions of purchase 采购产品或者服务的条款和条件
The Contract 合同	The agreement to purchase Goods or Services incorporating these Conditions 根据采购条款和条件,双方达成一致意见的协议
Designs 设计	All drawings, sketches, specifications creative ideas, prototypes, and other information purchased by VOX. 由沃克斯(VOX)所提供的所有图纸,草图,产品规格,创新的意见, 产品打样的样品,以及其他的采购信息
Goods 商品	Products to be supplied by the Supplier to Vox 是指这些由供应商提供给沃克斯的产品
Services 服务	The design, manufacture, project management, consultancy, assembly, delivery installation and after sales services provided to Vox. 给沃克斯提供 设计,生产,项目管理, 咨询, 组装, 物流, 安装以及其他的售后服务
Order 订单	Any cost proposal and any scope of works proposed by the Supplier which shall include the purchase order for the Supply (and such variations, revisions and modifications to the purchase order) read herewith. 由工厂提供的所有的成本意见和所有工厂方面的计划,包括与订单相关的工厂的采购供应-外协工厂(比如订单变更, 修改,调整等等)
Payment Schedule 付款计划	Payment terms of purchase 付款条款

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
标注的这些解释只是为了操作方便, 不影响他们的解释

2. BASIS OF PURCHASE

基本采购

2.1 These Conditions shall govern the Contract between Vox and the Supplier unless otherwise agreed in writing by a director of Vox. Any variation shall only apply to the individual transaction concerned.
这些条款适用于所有沃克斯(Vox)和供应商之间的合同, 除非沃克斯(Vox)提出的双方同意的一些其他条款.

2.2 Vox shall only be bound by any terms or conditions imposed by the Supplier where Vox has expressly accepted the same in writing provided always that any terms and conditions imposed by the Supplier which shall conflict with the terms and conditions of the Order shall not be binding on Vox notwithstanding any acceptance by Vox.

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沃克斯(Vox)的所有条款适用于所有订单, 如果有订单和合同条款有冲突,这个不能作为沃克斯接受订单上条款的为所有合同条款的依据.

2.3 If performed, the Supplier shall be deemed to have accepted and be bound by the terms and conditions of the Order: (a) upon receipt of the Order or (b) upon execution of the Order.
合同一旦执行,供应商就被视为接受这些条款, 并且同意接受这些条款适用于订单的以下情况: (a)收到订单 或者(b)订单完成

2.4 All descriptive information or specifications regarding Goods are intended for general guidance and all the final Designs or prototype approved by Vox and any amendments agreed in writing thereto will form part of the Contract.
所有的产品描述信息或者规格都属于常规指导,所有的最终设计或者被沃克斯(Vox)确认的样品, 所有关于修改的双方达成一致协议也构成合同的一部分.

3. SERVICES 服务

Supplier shall provide the applicable Services in a good and workmanlike manner. Supplier shall not employ sub-contractors to perform part or all of the Services, unless otherwise agreed in writing by Vox
供应商需要提供相应的专业服务. 供应商不能把部分或者全部服务以分包的形式给分包商, 除非是跟沃克斯(Vox)协商, 与沃克斯(Vox)达成书面协议.

4. PRODUCT SPECIFICATION 产品规格

4.1 Vox shall provide Supplier with all necessary information to enable Supplier to carry out the Contract and Vox shall be responsible for ensuring the accuracy of all information submitted to Supplier.
为了供应商能执行合同,沃克斯(Vox)需要提供给供应商所有必需的信息, 并且沃克斯(Vox)有义务保证所有信息的准确性.

4.2 The Supplier will provide the prototype with Designs and Vox's approval will give the Supplier authority to manufacture Goods, or where specified to create a prototype.
供应商需要根据沃克斯(Vox)的设计提供首件样品, 经过沃克斯(Vox)确认后,供应商才能生产, 或者是指定创建的样品.

4.3 All charges for Designs, prototypes and Services supplied in the event that the Vox does not place an order are excluded.
对于所有这些沃克斯(Vox)没有下单的设计, 样品和服务产生的费用是不包含在里面的.

4.4 Additional charges for amendments to designs or prototypes or delivery schedule will not be accepted by VOX without prior agreement.
对于因为设计的修改调整,或者样品, 或者交期问题产生的额外费用, 沃克斯(Vox)是不会承担的, 除非是事先跟沃克斯(Vox)协商达成一致意见的.

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4.5 The approved technical drawings are product specifications take precedence over previous orders, particulars and acceptances. The Supplier is responsible for providing prototypes.

核准的技术图纸是产品的规格说明优先于以前的订单,细节等等—生产应该以最新的图纸为准. 供应商有义务提供最新的产前样.

4.6 Where Goods include elements such as logos or brand assets specified by the VOX, VOX warrants that it has authority to specify such items, that they are correct and do not infringe upon the rights or designs of third parties.

如果产品含有沃科斯(Vox)提供的比如品牌,商标,沃科斯(Vox)保证我们是有得到授权,并且保证它的正确性,而且不会损害第三方权利和设计.

4.7 The Supplier understands and agrees that Vox depends on the Supplier to diligently and duly perform the Supply in accordance with the Order and these terms and conditions, and that any failure to so perform the Order or default by the supplier will result in Vox suffering Loss, expense, costs or damages. The Supplier shall be liable for and shall fully indemnify Vox against any Loss, expense, costs, damages, liability or claim whatsoever which is incurred by Vox.

供应商需要明确理解和同意,沃科斯(Vox)依靠的是供应商根据订单和条款的勤勉的工作和按时执行,在订单执行过程中的任何失败,或者违约,都将使沃科斯(Vox)遭受损失,产生额外的费用以及其他伤害等等,供应商有义务必须保护或者赔偿,沃科斯(Vox)由此产生的损失,花费.

4.8 The Goods must entirely conform to sample and the Designs or prototypes confirmed by Vox. The Supplier shall be responsible for any Goods which are inconsistent with confirmed sample and/or the Designs or prototypes. Vox has the right to reject such Goods.

产品必须与样品或者设计或者是沃科斯(Vox)确认的样品保持一致. 供应商有义务有责任必须保证产品是和确认的样品,或者设计或者首样保持一致. 沃科斯(Vox)有权利拒绝不一致的产品.

5. ORDERS AND SPECIFICATIONS 订单和规格

5.1 Changes to specifications or costs made for safety or statutory requirements are all included in the contract price.

规格的更改,以及产品安全包装的费用,或者其他必须需求的费用都包含在合同的价格中.

5.2 Additional costs resulting from any alterations made at the Vox's request (after the Vox has submitted a design or prototype and which is agreed by the Supplier) to quantities, delivery dates or specifications shall be agreed by both parties.

因为沃科斯(Vox)的修改信息,比如数量,交期,规格,而产生的额外费用(在沃科斯(Vox)提供了设计或者样品后,并且与供应商达成协议后)需要双方协商达成一致后才执行.

5.3 The Supplier's performance under this Order shall include everything necessary to complete the Supply as required and specified hereunder. Nothing shall limit or restrict the Supplier's obligations to provide the Supply, when complete, is in compliance with the requirements of Law and any applicable laws.

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根据订单,供应商的行动必须包括为了完成订单所有必需的行为.不应该有任何条件去限制供应商完成供应,一旦完成供货,就适用法律的要求和任何适用的法规。

6. PRODUCT MOULDS AND TOOLING 产品模具和工具

6.1 All moulds, mould designs and tooling are the property of Vox unless otherwise agreed.

所有模具,模具设计和工具都属于沃科,除非我们另有协议说明。

6.2 Mould designs should not be duplicated by the Supplier or third parties.

供应商不能复制模具设计或者提供给第三方

6.3 The Supplier is responsible for reasonable mould & tooling maintenance and replacement charges

供应商有义务合理保管模具,以及保证模具的使用以及承担更换模具的费用。

6.4 Moulds and tooling are stored at the Supplier's risk and expense, and the Supplier shall not charge for storage or dispose of them in any case.

供应商负责模具和工具的保存, 供应商不能在任何情况下向沃科斯(Vox)收取保存/管理费用

7. INTELLECTUAL PROPERTY 智力财产

7.1 All intellectual property rights on any Designs, moulds and finished products including but not limited to patent, copyright and design rights belong to Vox.

沃科斯(Vox)拥有这些设计/模具以及成品的所有智力财产,还包括专利,版权,设计权限等等

7.2 In accordance with section 222 of the Copyright Designs and Patents Act 1988, the Supplier agrees to assign to Vox any design rights that he may have accrued by virtue of this Contract and in placing the order the Supplier does now assign the same to Vox.

根据 222 设计版权和 1988 专利法,供应商在这个合同下同意指定给沃科斯的设计权利,在下单的订单中也同样适用。

7.3 The Supplier shall keep all Designs confidential regardless of whether the Vox places an order and neither the Supplier nor any third parties have the right to copy any Designs or to produce any products from any Designs

无论沃科斯是否有下单,供应商对沃科斯的设计要做到保密义务,供应商或者任何第三方都不能复制沃科斯的设计来生产产品。

8. PRICE AND PAYMENT 价格和付款

8.1 Vox shall pay as detailed under terms on PO.

沃科斯根据订单在条款下付款

8.2 Except where agreed to the contrary in writing by a director of Vox, all prices agreed shall be for the full and complete performance of the Order and for all costs which is inclusive of crating, storage, carriage, insurance, installation, assembly, packing and VAT. Any taxes and duties levied on the Supplier and stipulated to be payable by the Supplier shall be borne by the Supplier.

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除非是另外签署其他条款, 否则所有的价格包含为了完成订单所有费用, 包含比如木箱, 存储, 运输, 保险, 安装, 组装, 包装, 增值税等等. 任何税务的征收都由供应商承担.

- 8.3 In the case where the Order Price is on a lump sum basis, the Supplier shall submit to Vox within (7) seven days from date of order, a breakdown of the lump sum items contained in the order, and such breakdown shall be subject to the approval of Vox.

在产品价格是打包价格的时候, 供应商应该在下单后的 7 天内, 提交打包价包含的零部件组合给到沃科斯确认.

- 8.4 The Supplier's invoice shall itemize applicable charges and taxes as separate item.

供应商的发票应该单独列出合适的费用和税费

- 8.5 Vox reserves the right of any set-off or other deduction from invoice amount payable to Supplier as result of any claims which Vox and any of its related or affiliated companies may have against Supplier or any of its affiliated company.

沃科斯有权扣除发票中因为供应商或其相关下属工厂的原因造成沃科斯的损失.

- 8.6 The Supplier is not entitled to claim interest and compensation due to late payment.

供应商无权向沃科斯索提出因为货款晚付所产生的利率补偿.

- 8.7 Payment of the Supplier's invoices shall be made by Vox in accordance with the Payment Schedule. Vox and any of its related or affiliated companies, at its sole discretion, may agree to a LC payment term. The Supplier shall provide its bank and bank account information at the time of delivery of the Goods. Payment of Supplier's invoices by Vox or any of its related or affiliated companies shall not constitute or be deemed irrevocable acceptance of the Goods supplied by the Supplier.

根据供应商的发票安排的付款应该跟沃科斯的付款安排一致, 沃科斯以及沃科斯相关的附属公司, 全权处理可能同意用信用证付款的条款. 沃科斯以及沃科斯相关的附属公司根据供应商的发票支付的货款, 不得构成或视为不可撤销接受供应商提供的货物

9. RISK AND PROPERTY 风险和所有权

- 9.1 Risk shall not pass to Vox: 以下情况, 沃科斯不应该承担的风险

- (a) If Goods are not delivered to a specified delivery address requested by Vox and additionally if the Goods are not off loaded from Supplier's carrier at the specified delivery address (the Supplier being responsible for unloading);

货物未送到沃科斯指定的地址, 还有货物未从供应商的运输工具上卸下来(供应商负责卸货)

- (b) In the case of Goods to be delivered at Vox's premises without the appropriate pre-notification that the Goods are available for collection;

在未预先通知沃科斯, 就把货物送到沃科斯的经营场地

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(c) If the Supplier wrongfully fails to tender delivery of the Goods, at the time when Vox has been ready take the delivery.

在沃科斯在规定时间内提取货物, 供应商未能及时准备好货物.

9.2 Notwithstanding the above title shall pass to Vox, when Goods and/or Services are supplied to Vox under this or any other contract between the parties at any time.

虽然在产品或服务提供给沃科斯时

9.3 After the property in the Goods passes to the Vox, Supplier shall not enter upon any premises of the Vox or any third party where the Goods are stored and repossess the Goods to claim any right.

当沃科斯拥有产品的所有权时, 供应商不应该进入存储货物的, 沃科斯或者第三方的场地, 也不能拥有对产品的任何宣称权利.

9.4 Prior to the transfer of risk to the Goods from Supplier to Vox as stated in 9.2, the Supplier shall bear all risks of Loss to the Supply.

在 9.2 条款中说明的产品从供应商运输给沃科斯之前, 供应商需要承担所有可能的风险造成的损失.

9.5 Any insurance other than that specified, which the Supplier may be required by Law to take up or may desire for its protection shall be secured and maintained at its own expense. The Supplier shall be responsible and shall promptly pay all premiums under any policy of insurance maintained by the Supplier.

供应商需要根据法律或者为了保护其产品购买保险, 其在保险条款下所要支付的保费有供应商承担.

10. STOCK GUARANTEE 库存保证

The Supplier shall ensure the sufficient raw material stock is available to fulfil volume and time commitments of the contract.

供应商需要保证有足够的原材料库存, 保证在合同中能按时, 足量的完成订单.

11. INSPECTION AND TESTING BEFORE DELIVERY OF SUPPLY 货物发货前的验货和测试

11.1 Vox and/or its representative (s) shall have the right of access to the premises of the Supplier, for the purpose of inspection and testing the Goods. Vox shall exercise all reasonable efforts to cooperate and coordinate with the Supplier all such access, observation and inspection to ensure minimum disruption to the performance of the Order.

沃科斯或者其代表有权去供应商的场地验货. 沃科斯需要工厂配合比如进入权限, 查看, 验货, 并且不会影响生产的进程.

11.2 To the extent that inspection instruments and tools and operating personnel are under its control and are not in use, the Supplier shall make available, free of charge to Vox, such inspection instruments and tools and operating personnel as Vox may reasonably request to enable Vox and permitted third parties to carry out inspections of the Supply.

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在验货过程中,沃科斯或者授权的第三方可能会合理提出需要用到这些,仪器和工具,或者操作人员,需要供应商配合,提供免费使用.

11.3 The Supplier shall be responsible for Commodities Inspection in China and provide Vox with related certificates issued by the bureau before delivery to destination assigned by Vox overseas.

如果产品需要商检, 供应商需要负责中国的商品检验,并且提供相关的商检证书,并需要在货物到港前,提供给沃科斯.

12. DELIVERY

12.1 The Supplier shall deliver the Goods to such place and at such time as are specified in the Order and /or delivery schedule.

供应商需要根据订单要求按计划提供到指定地方

12.2 When Goods are delivered in instalments they may be delivered in any order and each delivery is not a separate contract and failure to deliver an instalment does give Vox right to reject the Goods, claim set off or repudiate the contract.

当产品分批装运时,有可能是和其他订单一起装运的,每个单独的运输不是单独的合同,如果分批运输未能完成,沃科斯有权拒绝接收,并且拒付合同货款.

12.3 If the Supplier fails to deliver within 60 days of it first being tendered, fails to give adequate delivery instructions within 60 days of request or does not notify that they are ready for collection, the Goods shall not be resold or scrapped and the Supplier will be responsible for the full contract price plus the cost of storage, any redelivery costs and expenses.

如果供应商没有再 60 天内交货, 也没有按照规定时间给出比较明确的出货时间,也没告知货物已经准备好了, 产品将不能再出售或者销毁, 供应商将自己承担订单价格的损失和存储费用, 或者任何再次运输的费用.

12.4 Any dates or times quoted for production or delivery shall be of the essence of the contract, unless otherwise agreed in writing by Vox.

任何生产或者运送时间是合同的基本, 除非是跟沃科斯另外签署协议.

12.5 At least 30 days prior to the first shipment of Goods departing from its port of loading. The shall submit to Vox or any of its related or affiliated companies a shipping schedule giving the to be shipped. The Supplier may, from time to time, revise such shipping schedule to take account any changes in such schedule and Goods and inform Vox in writing of any proposed changes within three (3) business days of its revision. Not later than ten (10) days before departure from the port of loading of any shipment of a major item, the Supplier shall provide Vox within a written note (a "Shipment Notice") specifying the Goods to be shipped;

首次装柜日期需要提前 30 天告知. 供应商需要通知沃科斯或其相关产品公司的出货安排. 供应商需要及时通知计划的变更, 任何在出货计划中的调整,修改, 需要在 3 个工作日告知沃科斯. 在货物离港前的 10 天,需要告知沃科斯"出货通知" 告知装柜产品的细节:

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- (a) the Goods to be shipped; 装柜的产品
 - (b) the date of shipment; 装柜日期
 - (c) the port of loading of each shipment; 离港时间
 - (d) the anticipated date of arrival on site of each shipment; 大约到达日期
 - (e) the name of the carrier and the name of the ship (or other means of transport) of each shipment; and 承运人(货代)
 - (f) providing to the satisfaction of Vox copies of results of all successfully completed factory acceptance testing or other testing as may be required by Vox in respect of the Goods. 达到沃克斯要求的测试报告或者其他沃克斯要求的测试报告

12.6 The Supplier shall confirm the details referred to in paragraphs (a) through (g) above by facsimile, e-mail or other electronic means to Vox promptly after the departure of each shipment.
货物离港后,供应商需要通过传真/邮件或者其他电子方式通知沃克斯上述 a-g 的细节

12.7 If insurers require the use of timelines for the above procedures that are different from those presumed above in this Condition, then the Supplier shall act so as to comply with such differing timelines (as are notified to Supplier) without any claim for a change or variation pursuant to these terms and conditions or other relief arising hereunder.

如果保险需要上述流程的时间点,如果时间点与原来预计的不同,那么供应商需要及时告知不同的时间点.

13. SHORTAGES AND DAMAGE TO GOODS IN TRANSIT 运输过程中的少装和破损

13.1 Where Supplier undertakes carriage, the Supplier shall notify Vox on the delivery note and/or in writing within 48 hours of delivery or such longer period as may be required by the carrier's standard terms, of any damage, shortage or non-delivery of the whole or any part of the Goods. In the case of any defect which would not have been apparent to the Vox on reasonable inspection of the Goods on delivery. Vox is entitled to notify the Supplier of the defects at any time when the defect become apparent at Supplier's cost and risk.

当供应商发货的时候,供应商应该在 48 小时内提供发货清单或在承运人规定的时间内提出的任何的产品损坏,短装,全部或者部分没有送到清单. 在这种情况下,这种对沃克斯显而易见的缺陷,沃克斯有权利检查运送的货物. 当这些缺陷明显的造成了损失或者风险,沃克斯有权在任何时候通知供应商运送产品的缺陷.

13.2 Supplier's liability in respect of Goods lost or damaged in transit shall be not limited to repairing or replacing such Goods, without prejudice to Vox's right to be indemnified for Loss under Condition 4.7. 供应商有责任检查货物的缺失,或者在运输过程中的损坏的产品需要供应商负责修理或者重新发运, 这些货物根据 4.7 条款,沃克斯不承担这些费用.

14. GUARANTEE 保证

14.1 Goods shall in all material respects conform to the approved design or prototype, shall meet Vox's and Supplier's quality standards and shall be generally of satisfactory quality, free from faults, damage and defects in materials, and suitable for use in the purpose intended by the Vox whether the

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Supplier shall have been informed of such purpose or otherwise, and in conformance with the Specification and any tender specifications in all respect.

货物的材料需要跟确认的设计或者样品保持一致, 应该满足沃科斯和供应商的质量标准, 原材料应该满足基本的质量要求, 无缺陷, 无损伤, 并且应该达到沃科斯的质量要求.

14.2 The Supplier shall satisfy this guarantee by refunding the price or may repair or replace any goods or parts thereof in respect of any defects arising from faulty materials or workmanship which are notified to the Supplier in writing, provided that:

因为材料或者生产工艺造成的缺陷, 供应商需要在下列情况下提供保证, 或者返还费用或者修理.

(a) The defects appear within 6 months of delivery;

缺陷是在递交货物后 6 个月内产生的;

(b) The defects are not due to wear and tear, failure to follow Supplier's instructions, misuse or alteration or repair of the Goods without Vox's approval; and

不是由于磨损或者撕破造成的缺陷, 无法根据供应商的说明安装, 或是是没得到沃科斯的确认之前用错或者修改或者修理的产品缺陷

(c) The defective Goods are promptly returned carriage paid.

有缺陷的产品在运费已经支付的情况下,

14.3 The Supplier shall be responsible for full compliance of each of the performance with delivery terms failing which the supplier shall pay to Vox liquidated damages at a rate 1% of the Order Price per day for each day of non-compliance of any of the performance and shall provide full replacement of supply at Supplier's cost. The liquidated damages shall not be capped.

供应商应该按照交付方式, 负责完整订单产品的交付, 否则供应商未能完全按照交付方式支付, 供应商应当按照订单价格每天 1% 的利率支付违约金, 违约金没有限制.

14.4 From the commencement of each Order as stated in Condition 1.1 up to end of the guarantee period as stated in Condition 14.2, if the Supplier fails to respond in the situations described below, the Supplier shall pay Vox the following amounts as liquidated damages:

每个订单根据条款 1.1 开始操作, 到条款 14.2 的保证, 如果供应商在下面买书的情况下没有完成, 供应商需要支付给沃科斯造成的损失:

Failure to acknowledge receipt of the Client's notification of defect in Supply within 48 hours, liquidated damages shall be USD 200.00 per day of delay to response.

在收到客人缺陷的投诉情况下, 未能在 48 小时内回复, 每延后一天, 需要支付每天 200 美金

Failure to complete repair or replacing of the Goods for minor defects within 10 hours after arrival of the Supplier's personnel; and any other defects within the stipulated time frame as agreed between parties after Vox's notification, where such failure is due to defect in the Goods, liquidated damages shall be 2% of the Order Price per day for each day of delay to complete repair and replacing of the Goods within the stipulated time frame, 当供应商收到退回的缺陷产品, 未能在 10 小时内修理或者替换, 或者在其他沃科斯与客人达成协议的规定时间内, 未能在这个规定时间内完成修理或者替换, 供应商每天需要按照订单价格的 2% 支付违约金.

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14.5 All other guarantees, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law are also included to the fullest extent permitted by law.

所有保证,条款适用于普通法律条款.

15. LIABILITY 责任

15.1 The Supplier shall make best efforts and take reasonable care in the manufacture of the Goods and/or provision of the Services, and (save as provided in Condition 15 above and in relation to claims for death and personal injury) will be liable for any loss or damage suffered by the Supplier however arising including without limitation extra costs or penalties suffered by the Supplier, loss of orders, business, profit, revenue or goodwill, increased costs of working or any other loss or not damage however arising whether direct or indirect, special, incidental or consequential and whether or they were foreseen or foreseeable by Vox

供应商应该尽最大努力和合理关注产品的生产和服务.

15.2 In any event the Supplier's liability is not limited to rectifying defects, faults and failures or refunding the purchase price.

在任何情况下,供应商的责任不局限于产品的缺陷, 错误 或者返还订单的采购费用.

(a) The Supplier shall indemnify Vox in respect of all damages suffered by Vox as a result of any damage claims from third parties as a result of breach by Vox of any intellectual property rights arising from use of information provided by the Supplier.

供应商有义务使沃克斯不会因为产品的破损等情况产生的赔偿.

(b) The Supplier shall indemnify Vox against all third party claims due to product liability as a result of defect in a product delivered by the Vox to a third party and that is originally delivered by Supplier

虽然产品是通过沃克斯名义运输至第三方,但实际是由供应商直接运送至第三方地址的, 供应商有义务保证沃克斯不会因为产品缺陷而遭受赔偿.

16. FORCE MAJEURE 不可抗力

Notwithstanding any other provision of these Conditions Vox shall not be liable to the Supplier by reason of any delay in performing or failure to perform any of Vox's obligations if the delay or failure was caused by act of God, war, riot, fire, strike, lockout, Government control or regulation, inclement weather, accident, breakdown, shortage of materials or shortage of materials or any other circumstance beyond the control of Vox

如果延误或者没能交货是因为不可抗力造成的, 比如战争,暴乱, 火灾,地震,罢工, 政府管控, 恶劣天气, 意外,造成的材料短缺,或者其他沃克斯不能掌控的原因, 沃克斯和供应商的执行条款不在此列.

17. SUSPENSION AND CANCELLATION 暂停和取消订单

17.1 If Vox reasonably believes that Goods/Service will not be delivered, if the Supplier delays the Contract for more than 90 days or if the Supplier seeks to make substantial variations to the Contract, Vox shall be entitled, without prejudice to any other of its rights, to cancel or suspend any obligation under any contract with the Supplier or to terminate the Contract without any liability.

如果沃克斯有理由认为货物或者服务不能完成或者做到, 如果供应商订单延期时间超过 90 天, 或者供应商对合同做了本质修改, 为了不损害其他权利,沃克斯有权取消或者暂停与供应商的订单, 而不需要承担任何责任.

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17.2 Notwithstanding Condition 17.1 herein, Vox shall have the right at any time to terminate the Order in whole or in part by giving to the Supplier seven (7) days' written notice of such intention

Where upon the Order shall terminate upon the expiry of the period stipulated in Vox's notice. The Supplier shall immediately stop work upon the receipt of Vox's notice on the portion of the Order to which the notice of termination relates and protect the property of the Supplier in which Vox has or may acquire an interest

在 17.1 条款下,沃科斯有权在任何时候取消部分或者全部订单,

18. CONFIDENTIALITY 保密条款

"Confidential Information" means all information obtained or generated by or communicated to the supplier in connection with the to the Company's business, organisation, activities, intellectual property, employees, suppliers and customers.

“保密信息”是指所有这些信息: 与公司间的业务, 组织, 活动, 知识产权, 员工, 供应商, 客户等等相关的提供给供应商的信息, 或者是与供应商的信息交流

18.1 The supplier shall not (except as authorised or required by the Company), either during the course of a contract provision of the Services relating or after the expiry or termination of the contract use any Confidential Information for its own or any other party's benefit or disclose any.

Confidential Information to any person, company or other organization

不管是在合同的相关条款执行过程中, 还是合同终止后, 供应商禁止为了自己或者第三方的利益, 而向任何人, 公司或者组织透露保密信息

18.2 The Supplier shall be responsible for protecting the confidentiality of the Confidential Information and shall use its best endeavours to prevent the use or communication of any Confidential Information, use all reasonable technical and procedural means in order to protect the security of the Confidential Information and inform the Company immediately upon becoming aware, or suspecting, that any Confidential Information has been compromised or disclosed.

供应商有责任有义务保护保密信息, 并且要通过各种合理的技术手段, 流程方法来防止保密信息的泄露。 如果一旦发现有任何泄密怀疑, 一定要马上通知公司。

18.3 These provisions shall not apply to any Confidential Information if such information was known to the Supplier prior to and independently of the contract, is generally available to the public, is disclosed on a non-confidential basis to the supplier by a third party in good faith, as demonstrated by contemporaneous documents; or is required to be disclosed by the supplier by law.

如果信息供应商在签订合同之前已经知道, 或者独立在合同外的, 或者是向公众开放的。

18.4 All Confidential Information and Copies shall be the property of the Company and shall be handed over to the Company' representatives by the Supplier on the termination of the contract, or at the request of the Company, at any time during the contract. The provisions of this clause shall remain in full force and effect without limitation in time.

所有保密信息和复本是公司的财产, 当终止合同, 或者在公司的要求下, 或者是在合同的执行间的任何时间, 需要由供应商交给公司的代表人, 这个规定在期限上没有时间限制。

19. GENERAL 总论

19.1 These Conditions, together with any terms on the order form, Particulars or written acceptance,

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the approved design or approved prototype, constitute the entire agreement between the parties. 这些条款以及订单上的任何条款， 细节或者已经书写下来确认的接受条款， 确认的设计， 确认的样品， 构成双方确认的完整的协议。

19.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

双方如果需要给其他一方发通知或者其他许可协议, 在这种情况下, 那么文件需要按照对方公司注册地, 或者其进行商业活动的地址, 或者其他相关的有合作方给到对方确认的地址邮寄。

19.3 The Supplier shall not assign the Contract without the written consent of Vox.

如果合同沃克斯没有签署同意, 供应商不能在合同上签字。

19.4 Waiver or delay by Vox to enforce any provision of the Contract shall not be construed as a waiver of any of Vox's rights hereunder.

在执行合同中沃克斯给供应商的豁免或者由于沃克斯原因造成的延误, 不能以此为依据作为其他任何条款的豁免。

19.5 Invalidity, illegality or unenforceability of any part of these Conditions shall not affect the validity legality or enforceability of the remainder.

在合同中无效的,非法的,不能执行的条款不影响其他有效,合法和可以执行的条款适用性。

19.6 Neither party may assign its rights and obligations under the Contract.

任何一方都不能把合同条款下的权利这责任委托给第三方。

19.7 The Contract may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

合同的修改,增补需要由双方授权的公司代表人书面签署才能生效。

19.8 Chinese law shall apply to these Terms and Conditions

中国法律适用于这些条款。

19.9 All disputes arising from the performance of related Contracts should be settled through friendly negotiations.

在合同执行过程中的争议,双方应该友好协商。

19.10 All disputes arising from the performance of related Contracts shall be accountable within English and Welsh Law

在合同执行过程中产生的争议适用大英国和威尔士法律

19.11 In the event of discrepancy between the interpretation of the Chinese and English versions, the English version shall prevail

如果中英文版本翻译有出入, 以英文版为准

19.12 The Contract is in duplicate, and each party shall hold one copy and all copies have the same legal effect.

合同一式两份, 双方各执一份, 双方的合同具有同样的法律效果。