

Terms & Conditions

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General Terms and Conditions

Section 1 Payment Terms

Unless otherwise specified, the Products, or each instalment of the Products in cases where the Products are delivered by instalments, shall be paid for in full and upon presentment of our Sales Invoice. Failure to make payment by the due date shall entitle us to withhold deliveries until payment is made or to terminate the contract in writing, or to treat the contract as repudiated by the Buyer without prejudice to our rights to damages for breach of contract.

除非另有规定，产品或分批交付产品中的每批货物，应在收到我方销售发票后全额支付。若未能在到期日付款，我方有权暂停交付直至款项结清，或以书面形式终止合同，或视买方已解除合同，同时保留我方就违约索赔的权利。

Section 2 Packing

Unless otherwise agreed, the Products shall be delivered in our standard packaging for which an additional charge will be made in accordance with our

prevailing policy at the relevant time (which policy shall be subject to change from time to time and at any time without notice to you). Special packaging specifications to meet the Buyer's requirements must be referred to us for our review and written acceptance. Where the Buyer has given us written notification (and we have also agreed) that it is purchasing the Products for use in the PRC market, the Products will comply with the NMPA requirements (including as to any requirements relating to instruction manuals, labels and packing).

除非另有约定，产品应采用我方标准包装交付，并按当时现行政策收取额外费用（该政策可随时变更且无需另行通知）。如需特殊包装以满足买方要求，须提交我方审核并获得书面确认。若买方已向我方发出书面通知（且我方亦已同意），表明其采购产品用于中国大陆市场，则产品应符合中国国家食品药品监督管理局的要求（包括与说明书、标签和包装相关的任何要求）。

Section 3 Supply and Delivery of Products

In the event we are unable to supply Products as ordered, we reserve the right to offer alternative goods of equal or superior quality which are compatible

with the Products ordered. Every effort will be made to maintain delivery dates given, but we accept no liability of any description (howsoever occasioned) for the consequences of any delay. No delivery shall be considered as overdue until the Buyer has made a written request for delivery and given us reasonable time to comply with such request. We reserve the right to deliver by instalments in which case each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly.

若我们无法按订单供应产品，我们保留提供同等或更高品质替代品的权利，该替代品需与订购产品兼容。我们将竭力维持既定交货日期，但对于任何延误造成的后果（无论因何原因导致），概不承担任何责任。除非买方提出书面交货要求并给予合理履行期限，否则任何交货均不视为逾期。我们保留分批交付的权利，在此情况下，每次交付均构成独立合同，不影响后续交付，并将据此开具发票。

Section 4 Inspection & Acceptance

Buyer shall inspect the Products promptly upon receipt. Any visible defects, damage or non-conformity must be notified in writing to us within 10 days after delivery. In case of defects not detectable upon reasonable inspection, the Distributor shall notify us within 10 days after discovery of such defects. Products shall be deemed accepted if (i) no notice of defect is given within the applicable period, (ii) the Products are used, resold or otherwise placed into operation.

买方应在收到产品后立即进行检验。如有任何可见缺陷、损坏或不符合情况，必须在交货后10天内以书面形式通知我方。若存在经合理检查无法发现的缺陷，买方应在发现该等缺陷后10日内通知我方。在下列情况下，产品应视为已接受：(i) 未在适用期限内发出缺陷通知；(ii) 产品已被使用、转售或以其他方式投入使用。

Section 5 Quality Agreement Clauses

We must comply with national/regional medical device regulations and ISO 13485 quality management system requirements, maintain an effective quality management system, and provide relevant documentation upon request by the counterparty.

我方遵守国家/地区医疗器械法规及ISO 13485质量管理体系要求，维持有效的质量管理体系，应乙方要求提供相关文件；

We must ensure that the supplied products comply with the technical requirements specified in the medical device registration certificate and are free from quality defects. Each batch of products must undergo factory inspection. We must label products in accordance with regulatory requirements, including product name, specifications, batch number, expiration date, registration certificate number, manufacturer information, and instructions for use.

我方确保所供产品符合医疗器械注册证载明的技术要求，无质量缺陷。每批次产品均需经过出厂检验；按法规要求对产品进行标识，包含产品名称、规格、批号、有效期、注册证号、生产企业信息、使用说明等内容。

We must provide technical training and quality support to buyer's sales and after-sales personnel, including product performance, usage methods, storage requirements, and troubleshooting of quality issues, to ensure buyer's personnel possess the necessary qualifications to perform their duties.

我方需向买方销售及售后人员提供技术培训和品质支持，包括产品性能、使用方法、储存要求、质量问题排查等，确保买方人员具备履职资质。

The buyer must comply with national/regional medical device distribution regulations, establish and maintain an effective quality management system for operations, and provide relevant records upon request by us.

买方应遵守国家/地区医疗器械经营法规要求，建立并维持有效的经营质量管理体系，应我方要求提供相关记录；

The buyer shall store and transport the products in strict accordance with the requirements specified on the product labels and in the instructions (e.g. temperature, humidity, protection from light and shock). The buyer shall establish and maintain records of storage and transport, as well as complete sales records, including details of the buyer (name, address and contact details), product batch numbers, quantities sold and dates of sale, to ensure full traceability of the products throughout the supply chain.

买方应严格按照产品标签及说明书规定的要求储存、运输产品（如温度、湿度、避光、防震等）。建立并留存储存、运输记录，完整的销售记录，包含买方信息（名称、地址、联系方式）、产品批号、销售数量、销售日期等，确保产品全程可追溯。

The buyer should collaborate with us in conducting post-market surveillance, adverse event reporting, and product recall activities. Upon discovering product quality issues or receiving complaints, promptly notify us and provide relevant information and evidence.
配合卖方开展上市后监测、不良事件报告及产品召回工作。发现产品质量问题或收到投诉时，应及时通知我方并提供相关信息及证据；

Section 6 Warranty

All new Products will have the benefit of a product warranty for a maximum period of 24 months from the date of the sales invoice and will be repaired or replaced at our sole option if found to be faulty during that time due to manufacturing or material defect. The warranty should then continue only until the expiration of the warranty period of the originally supplied Product.

所有新产品均享有自销售发票日起最长24个月的产品保修期。若在此期间因制造或材料缺陷导致产品故障，我们将自行决定进行维修或更换。此后保修期仅延续至原供货产品保修期届满之日。

Section 7 After Sale Service

Unless otherwise agreed, the buyer shall be responsible for product installation, training, and after-sales service, and we will provide the necessary technical support.

除非另有约定，买方将负责产品的安装、培训和售后服务事宜，我方提供必要的技术支持。

Section 8 Others

All disputes arising out of or in connection with the execution of this Agreement shall be resolved through friendly consultation between the parties. If such consultation fails to resolve the dispute, either party may submit the dispute to the People's Court at our place of business for litigation resolution.

Except for the obligation to pay amounts due, maintain confidentiality, and respect our proprietary rights, neither party shall be liable for any losses arising from events beyond the reasonable control of the parties. Such events include but are not limited to: earthquakes, typhoons, floods, fires, wars, epidemics, pandemics, governmental actions, or any other unforeseeable, unavoidable, or uncontrollable events, including those generally recognized as force majeure under international commercial practice.

凡因执行本协议所发生的或与本协议有关的一切争议，双方应友好协商解决。在不能解决时，任何一方应将争议提交至我方所在地人民法院诉讼解决。除负责支付应付款项，保守秘密以及遵守我方的专有权利之外，如发生任何超出当事人的合理控制范围之外的事件，而造成损失的，双方都不承担任何责任。此类事件包括但不限于：地震、台风、水灾、火灾、战争、传染病、疫情、政府行为或任何其它不可预见的、不可避免或不可控制的事件，包括一般国际商业惯例中被视为不可抗力的事件。

Section 9 Governing Law

The rights and obligations of the parties and all the Conditions hereof and any disputes arising out thereof shall be construed in accordance with the laws of the PRC and shall be subject to the jurisdiction of the courts of the PRC.

双方的权利和义务、本协议的所有条款以及由此产生的任何争议，均应按照中华人民共和国法律进行解释并接受中华人民共和国法院的管辖权。