



## **TERMS OF SALE, DELIVERY AND PAYMENT**

### **I. Conclusion of Contract**

1. All sales made by SPIR STAR CHINA CO., LTD shall be subject to the following Terms & Conditions of sale, delivery and payment. We herewith explicitly object to any other terms and conditions. Any agreements varying from these Terms and Conditions, whether made by phone, email or verbally will not be binding, unless confirmed in writing and signed by an officer or other authorized representative of the seller.
2. Any order, quotation of the buyer shall only be deemed to have been accepted by the seller, if and to the extent it has been confirmed in writing by the seller.
3. Any brochure, catalogue, flyer or advertisement based information regarding weight, dimensions, price, services etc.; as well as any illustrated matter and price lists are of informational purpose only and may not be binding unless specifically referred to by contract.
4. If a guarantee agreement is required ,it shall be negotiated as an attachment to the contract.

### **II. Payment**

1. Term of the payment: T/T advanced

### **III. Delivery and shipment**

1. Goods shall be transported to the place designated by the Buyer in writing. And freight will be charged according to the contract
2. Delivery date shall only be binding if the seller has confirmed them in writing.
3. Unforeseen events which are beyond the control and influence of the seller or which could not have been prevented by the seller in spite of every precaution which could have reasonably been expected under the given circumstances, as for example operational interruptions, strike and delays on the part of suppliers, shall - even if delivery is in delay - extend the delivery period by the period for which such events shall last, and the buyer shall not be entitled to hold the seller liable. The same shall apply if the seller does not receive administrative permits or other permits from third parties necessary for the execution of the delivery by the seller, or documents and information to be furnished by the buyer or third parties on his behalf in time.

### **IV. Warranty**

1. Quality requirement ,technical criteria, warranty condition and period on the part of the Supplier: All of those are in accordance with the standard provided by the original manufacturer.
2. Packing standard, supply and recycling of the wrappings: According to the factory's packing standard. Wrappings are not recycled.
3. Examination standard and method, deadline for raising quality objection: In accordance with technical requirement for goods .Within one month of the date of goods' arrival.
4. The seller's obligation of guarantee shall apply only to defects that occur during proper use. In particular it does not cover any defects caused by improper maintenance, wrong installation on the part of the buyer, improper treatment, operation under pressures exceeding the working pressure indicated in the specifications as well as normal wear and tear.

### **VI. Governing Law**

1. The contractual relationship must comply with the laws and regulations of the people's Republic of China
2. Way to settling contract disputes: According to local contract law.