

Translated from English	中文译稿
TCB-235551-79-44-6:sml	TCB-235551-79-44-6:sml

<b>DOMESTIC AND INTERNATIONAL TERMS OF TRADE</b>	GREENLEA PREMIER MEATS LIMITED (供应商)
<b>OF GREENLEA PREMIER MEATS LIMITED (Supplier)</b>	<b>国内与国际贸易条款</b>
<b>1. INTERPRETATION</b>	<b>1. 解释</b>
<b>1.1</b> Headings are inserted for convenience and will not affect the construction of these Terms.	<b>1.1</b> 本协议的标题仅出于方便之目的而提供，对于条款的解释不构成任何影响。
<b>1.2</b> The singular includes the plural and vice versa. Words importing one gender include the other. Persons includes corporations and vice versa.	<b>1.2</b> 单数词包含复数含义，反之亦然。指向一种性别的词同时也包含另一种性别。个人包括公司，反之亦然。
<b>1.3 Definitions:</b>	<b>1.3 定义:</b>
<b>Buyer</b> is defined in clause 2.1;	<b>买方</b> ：参见第2.1条中的定义；
<b>CIF</b> has the meaning given to that term in Incoterms 2010;	<b>到岸价 (CIF)</b> ：与《Incoterms 2010》中对该术语所作的定义相同；
<b>Document</b> includes any message sent by facsimile or electronic transmission through the internet and/or world-wide web of written messages and documents;	<b>文件</b> ：包括利用传真发送的任何信息或以电子方式通过互联网和/或万维网发送的书面信息和文件；
<b>Ex Works</b> has the meaning given to that term in Incoterms 2010;	<b>工厂交货价 (Ex Works)</b> ：与《Incoterms 2010》中对该术语所作的定义相同；
<b>FOB</b> has the meaning given to that term in Incoterms 2010;	<b>离岸价 (FOB)</b> ：与《Incoterms 2010》中对该术语所作的定义相同；
<b>Goods</b> means any product sold by Greenlea Premier Meats;	<b>商品</b> ：即Greenlea Premier Meats销售的任何产品；
<b>GST</b> means goods and services tax in terms of the Goods and Services Tax Act 1985 (New Zealand), at the rate prevailing from time to time, including any tax levied in substitution for that tax;	<b>商品和服务税 (GST)</b> ：即新西兰1985年《商品和服务税法》(Goods and Services Tax Act 1985)中所定义的按照现行税率缴纳的商品和服务税，其中包括任何替代该税的任何课税；
<b>Intellectual Property</b> means intellectual property rights, whether arising under statutory or common law, including without limitation copyright, trade marks (unregistered and registered), know how, specifications, manufacturing methods, research and development, quality control procedures, technical documentation and trade secrets.	<b>知识产权</b> ：即法定条文或普通法所规定的知识产权，包括但不限于版权、商标（注册或未注册的商标）、专门技术、规格、制造方法、研发、质量控制程序、技术文件和商业秘密。
<b>Incoterms 2010</b> means the International Chamber of Commerce Official Rules for the interpretation of trade terms 2010 as in effect at the time of the contract;	<b>Incoterms 2010</b> ：指本合同生效之日正在实施的国际商会国际贸易术语解释通则（2010）；

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<b>Order Confirmation</b> means the document named or headed "Order Confirmation" sent from the Supplier to the Buyer confirming all relevant details of the Goods ordered by the Buyer;	<b>订单确认书</b> ：指供应商发送给买方的名称或标题为“订单确认书”（Order Confirmation）的文件，该文件确认了买方所订购商品的所有相关详情。
<b>Price</b> means the price of the Goods as agreed between the Supplier and the Buyer in accordance with the Supplier's Order Confirmation (GST exclusive), subject to variation in accordance with these Terms;	<b>价格</b> ：指供应商和买方按照供应商的订单确认书所商定的商品价格（不含商品和服务税）；该价格会根据这些条款而发生改变；
<b>Supplier</b> means Greenlea Premier Meats Limited of 247 Kahikatea Drive, Hamilton, New Zealand;	<b>供应商</b> ：指Greenlea Premier Meats Limited（注册地址位于247 Kahikatea Drive, Hamilton, New Zealand）；
<b>Termination Event</b> means:	<b>终止事件</b> 指：
<b>(a)</b> the Buyer:	<b>(a)</b> 买方：
<b>(i)</b> refusing to accept any of the Goods;	<b>(i)</b> 拒收任何商品；或
<b>(ii)</b> or breaching a provision of these Terms or a term of the contract; or	<b>(ii)</b> 违反这些条款或合同条款；或
<b>(iii)</b> going into liquidation, being adjudged bankrupt or committing an act of bankruptcy; or	<b>(iii)</b> 进入清算程序、被裁定破产或发生破产行为；或
<b>(iv)</b> making an assignment for the benefit of creditors or entering into a composition, agreement or arrangement with some or all of its creditors or a petition for the winding up of the Buyer being presented or a resolution for winding up passed; or	<b>(iv)</b> 为了债权人的利益而进行转让，或者与部分或全部债权人达成债务重整或偿债协议或安排，或者买方提出清盘申请或通过清盘决议；或
<b>(b)</b> an extraordinary event occurring or a material change affecting the affairs or financial conditions of the Buyer occurring, which event or change gives the Supplier grounds to conclude that the Buyer may not, or may not be able to perform or observe its obligations under these Terms or the contract; or	<b>(b)</b> 发生了影响买方业务或财务状况的意外事件或重大变故，此类事件或变故可使供应商有理由断定买方无法履行或遵守这些条款或合同所规定的义务；或
<b>(c)</b> where the Goods are in the Supplier's opinion at risk;	<b>(c)</b> 供应商认为商品存有风险；
<b>Trade Marks</b> means the Greenlea Bull (Logo) or trade marks listed in the Visual Guidelines, which are registered or being registered in the name of Greenlea Premier Meats	<b>商标</b> ：指在《视觉设计指南》（Visual Guidelines）中所列的以Greenlea Premier Meats Limited 的名义注册或正在注册的Greenlea Bull（标志）或商标；
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Limited;	
<b>Vienna Convention</b> means the United Nations Convention on Contracts for the International Sale of Goods 1980. This Convention is given force in New Zealand by section 4 of the Sale of Goods (United Nations Convention) Act 1994;	<b>维也纳公约</b> : 指1980年颁布实施的《联合国国际货物销售合同公约》。在新西兰, 该公约的具体效力体现在《货物销售(联合国公约)法》(1994)第4部分;
<b>Visual Guidelines</b> means the visual brand guidelines listed on the Website as amended from time to time by the Supplier in its sole discretion and notified to the Buyer;	<b>视觉设计指南</b> : 指本公司网站上所列的视觉品牌指南, 供应商可自行决定不时对此作出修改并通知买方;
<b>Website</b> means the website www.greenlea.co.nz as may be amended from time to time.	<b>网站</b> : 指www.greenlea.co.nz网站, 该网站可不时获得修改。
<b>Working Day</b> means a day (other than a Saturday, Sunday or a statutory public holiday) on which registered banks are open for business in Hamilton, New Zealand.	<b>工作日</b> : 新西兰哈密尔顿的注册银行的营业日(不包括星期六、星期日或法定公共假日)。
<b>2. THE TERMS OF TRADE</b>	<b>2. 贸易条款</b>
<b>2.1</b> The terms of trade set out below ( <b>Terms</b> ) will apply to all contracts for the supply of all Goods made with the Supplier and the person purchasing the Goods ( <b>Buyer</b> ).	<b>2.1</b> 下列贸易条款(简称 <b>条款</b> )适用于供应商同商品购买人(简称 <b>买方</b> )签订的所有商品供应合同。
<b>2.2</b> These Terms supersede any previous contracts, and/or terms of trade or supply, however agreed upon, between the parties.	<b>2.2</b> 这些条款将取代双方之前所签订的任何合同和/或贸易或供货条款。
<b>2.3</b> Acceptance of delivery of any Goods is deemed to be acceptance by the Buyer of these Terms to the exclusion of any other terms proposed by the Buyer, despite anything that may be stated to the contrary in the Buyer's enquiries or on the Buyer's orders.	<b>2.3</b> 尽管在买方的询价单或订单中可能提出相反的意见, 但买方接受这些条款(除买方提出的任何其他条件以外)即视为接收所交付的所有商品。
<b>2.4</b> If the Buyer places an order on terms inconsistent with these Terms, then delivery of the Goods by the Supplier pursuant to that order will be deemed a counter offer and the Buyer's acceptance of the Goods when delivered will constitute acceptance of these Terms.	<b>2.4</b> 如果买方向下的订单的条件与这些条款不一致, 则供应商按照该订单进行交货将被视为还盘, 而且买方收货将构成接受这些条款。
<b>3. FORMATION OF CONTRACT AND BASIS OF SALE</b>	<b>3. 合同的签订与销售的基础</b>

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<p><b>3.1</b> A contract for the supply of Goods will not be formed until the Supplier has sent the Buyer an Order Confirmation. Orders shall be accepted entirely at the Supplier's discretion, and if accepted, are governed by these Terms.</p>	<p><b>3.1</b> 供货合同需在供应商向买方发送订单确认书之后才能签订。供应商可完全按照自己的决定接受订单，而订单若被接受，则受这些条款管辖。</p>
<p><b>3.2</b> Where the Order Confirmation specifies a delivery date or dates, this is an estimate only. Time is not of the essence unless expressly stated in the Order Confirmation.</p>	<p><b>3.2</b> 如果订单确认书标明了交货日期，该日期将仅是预计交货日期。除非在订单确认书中明确指出，否则时间并不是最重要的因素。</p>
<p><b>3.3</b> For Goods supplied outside New Zealand, Goods may be sold free on board (FOB), or costs, insurance, freight (CIF), or Ex Works; each as defined in Incoterms 2010 edition or any other terms defined in Incoterms; or such other basis as may be agreed between the Supplier and Buyer. The Order Confirmation will determine the terms that apply to any contract.</p>	<p><b>3.3</b> 对于在新西兰以外供应的商品，可按照《Incoterms 2010》版所定义的船上交货 (FOB)、岸上交货 (CIF)、工厂交货 (Ex Works)、《Incoterms》所定义的任何其他交货条件，或供应商和买方所商定的其他基础进行交货；订单确认书将确定适用于任何合同的条件。</p>
<p><b>3.4</b> For Goods supplied in New Zealand, delivery will be deemed to occur at the earlier of the following times:</p>	<p><b>3.4</b> 对于在新西兰国内供应的商品，以下场合将被视为已进行交货（以较早者为准）：</p>
<p><b>(a)</b> the time at which a consignment note or equivalent document is signed by or on behalf of the Buyer at the agreed place of delivery; or</p>	<p><b>(a)</b> 在双方同意的交货地点，买方或买方代理人在托运单或同等文件上签字时；或</p>
<p><b>(b)</b> the time of collection of the Goods by the Buyer or its agent and deliver has a corresponding meaning.</p>	<p><b>(b)</b> 买方或其代理人收货时（与交货一词具有相应含义）。</p>
<p><b>3.5</b> The Goods will be supplied to the place indicated in the Order Confirmation, or in the absence of any such indication, to the Buyer's last known address.</p>	<p><b>3.5</b> 商品将被送至订单确认书上所标明的地点，如果未标明，则会被送至买方最后所提供的地址。</p>
<p><b>4. PRICES</b></p>	<p><b>4. 价格</b></p>
<p><b>4.1</b> Except as expressly agreed otherwise in writing with the Supplier:</p>	<p><b>4.1</b> 除非与供应商以书面形式另作约定，否则：</p>
<p><b>(a)</b> prices, unless otherwise stated, do not include any taxes, GST, import duties or other levies or tariffs, freight or insurance charges which if applicable will be an extra charge;</p>	<p><b>(a)</b> 价格（除非另作说明）不包括任何税费、商品和服务税、进口税或其他课税或关税、运费和保险费，上述费用（如适用）属附加费用；</p>
<p><b>(b)</b> any increases in prices due to taxes, tariffs, exchange rate increases, duties, freight or insurance charges after any quotation will be to the Buyer's account; and</p>	<p><b>(b)</b> 在任何报价之后，由于税费、关税、汇率、课税、运费或保险费的增加导致的价格上涨将由买方负责；并且</p>
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<p>This Agreement has been written in both English and Mandarin. However, any dispute between the parties will be determined in accordance with the English version of this Agreement.</p>	<p>本协议拥有英文和中文两种版本。然而，双方之间的任何争议将按本协议的英文版本作出裁定。</p>

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<p><b>(c)</b> prices submitted by the Supplier to the Buyer are based upon the known costs of the Goods and are subject to alteration as a result of change of intention on the part of the Buyer, increased costs of Goods to the Supplier, delays and any other causes beyond the Supplier's control.</p>	<p><b>(c)</b> 供应商向买方提交的价格均基于商品的已知成本，而如果买方的意图发生改变、供应商的商品成本增加、出现延迟和超出供应商控制范围的其他原因，商品的价格即可能会发生变化。</p>
<p><b>4.2</b> Prices are given in New Zealand dollars unless otherwise stated.</p>	<p><b>4.2</b> 除非另作说明，否则价格的币别均为新西兰元。</p>
<p><b>4.3</b> Prices are for goods supplied and packed at Supplier's specification and based on delivery from the Supplier's store.</p>	<p><b>4.3</b> 价格适用于按供应商的规格来供应和包装的商品并以供应商的商店所交付的商品为基础。</p>
<p><b>4.4</b> Where the Supplier agrees to supply Goods on condition that a deposit be paid, then if the Buyer fails to take delivery of the Goods or is otherwise in breach of these Terms, the Supplier may cancel the contract and retain the deposit (in addition to any other rights or remedies the Supplier may have under these Terms or at law or otherwise).</p>	<p><b>4.4</b> 如果供应商同意以支付定金为条件来供货，则买方一旦未取货或以其他方式违反这些条款，供应商便可以取消合同并且不退还定金（另外，供应商还可按照这些条款、法律或其他法规行使任何其他权利或采取补救措施）。</p>
<p><b>5. PAYMENT AND DEFAULT INTEREST</b></p>	<p><b>5. 付款与滞纳金</b></p>
<p><b>5.1</b> The Supplier will issue an invoice to the Buyer for the Price stated in a quotation or Order Confirmation. Each invoice will:</p>	<p><b>5.1</b> 供应商将就报价单或订单确认书中的价格向买方开具发票。每张发票将：</p>
<p><b>(a)</b> be in the form of a valid tax invoice for GST purposes;</p>	<p><b>(a)</b> 采用有效税务发票的形式（出于商品和服务税的目的）；</p>
<p><b>(b)</b> be in a form, and delivered by the method, reasonably requested by the Buyer from time to time; and</p>	<p><b>(b)</b> 采用买方所不时合理要求的形式和方式提供；并且</p>
<p><b>(c)</b> describe in adequate detail the Goods that are the subject of the invoice.</p>	<p><b>(c)</b> 对作为发票主题的商品作出适当详细的说明。</p>
<p><b>5.2</b> Unless otherwise specified by the Supplier the Price will be payable in full without any set off or deduction within 7 days from the date of the invoice.</p>	<p><b>5.2</b> 除非供应商另作说明，否则买方应在收到发票后的七日内全额付款，不得对价格作出任何冲抵或扣减。</p>
<p><b>5.3</b> Despite clause 5.2, the Supplier may at its sole and absolute discretion require payment of the Price in full without any set off or deduction:</p>	<p><b>5.3</b> 尽管第5.2条作出上述规定，但供应商可根据自己的决定要求在下列时间对价格进行全额付款（无任何冲抵或扣减）：</p>
<p><b>(a)</b> upon delivery of the Goods to the Buyer in accordance with clause 6 in cash or by letter of credit;</p>	<p><b>(a)</b> 按照第6条的规定，在向买方交货后以现金或信用证的方式全额付款；</p>
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<b>(b)</b> upon demand being made for the Price by the Supplier, or	<b>(b)</b> 在供应商提出付款要求后, 或
<b>(c)</b> at any other time as may be agreed with the Buyer.	<b>(c)</b> 在同买方商定的任何其他时间。
<b>5.4</b> Under no circumstances will the Supplier permit the Buyer to withhold any part of the Price for any reason whatsoever, including but not limited to for the purpose of securing any payments which are due to the Buyer by any third parties.	<b>5.4</b> 在任何情况下, 供应商绝不允许买方以任何理由扣留价格款项的任何部分, 包括但不限于出于为获取任何第三方所欠买方款项的目的。
<b>5.5</b> The Supplier will be entitled to charge interest on any amount overdue for payment by the Buyer, together with actual costs (legal or otherwise) incurred by the Supplier for the enforcement of payment of such overdue amounts. Any overdue amount will incur a default interest charge of 6% per annum above the Supplier's current bank overdraft rate from the date on which payment of that amount falls overdue until the date on which payment of the overdue amount is made in full. Default interest will be paid on demand.	<b>5.5</b> 供应商有权针对买方逾期支付的任何款项收取利息, 以及收取为促使此类逾期款项的支付所产生的实际费用(法律或其他费用)。从付款逾期之日起, 到全额付款之日, 任何逾期款项都会产生高于供应商当前银行透支利率的滞纳金(年利率为6%)。滞纳金需按要求支付。
<b>5.6</b> Without prejudice to any other rights or remedies of the Supplier under these Terms and Conditions of Sale, if an account is overdue for payment, the Supplier may stop supplying Goods, place the overdue account on stop credit or hold until full payment of the overdue account is received.	<b>5.6</b> 在不影响供应商依照这些销售条款与条件所享有的任何其他权利或救济权的前提下, 如果账款被逾期支付, 供应商可在收到全额支付的逾期账款之前停止供货、将逾期账款视为欠款或进行扣留。
<b>5.7</b> For the avoidance of doubt, the Supplier will only accept payment directly from a Buyer's Buyer on the understanding that liability for payment remains with the Buyer until payment for the Goods has been received by the Supplier in full.	<b>5.7</b> 为避免产生疑议, 供应商仅会在买方仍须承担付款责任直至供应商收到商品的全额付款为止的前提下, 接受买方的购买人的直接付款。
<b>6. DELIVERY AND RISK</b>	<b>6. 交货与风险</b>
<b>6.1</b> Dates given for shipment or delivery are stated in good faith, but are not to be treated as a condition of the sale. No claim will be made by the Buyer on account of late shipment or delivery, however caused. Late delivery will not constitute a breach of these Terms by the Supplier and the Buyer will not be entitled to cancel the contract.	<b>6.1</b> 发货或交货日期是本着诚意规定的, 并不构成销售条件。买方不应因任何原因导致的发货或交货延误而向供应商提出索赔。交货延误并不构成供应商违反这些条款且买方无权取消合同。
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<p><b>6.2</b> The risk in the goods will pass to the Buyer upon delivery, including as delivery may be defined in Incoterms 2010, as applicable.</p>	<p><b>6.2</b> 在交货后（包括《Incoterms 2010》中定义的交货），商品风险也将一并交付给买方。</p>
<p><b>6.3</b> Subject to the agreed Incoterm under clause 3.3 or the terms of clause 3.4, whichever applies, delivery of the Goods is taken to occur at the time the Buyer or the Buyer's nominated carrier takes possession of the Goods.</p>	<p><b>6.3</b> 按照适用的第3.3条或第3.4条所同意的国际贸易术语，在买方或买方指定的承运人收到货物后，即被视为已交货。</p>
<p><b>7. FORCE MAJEURE</b></p>	<p><b>7. 不可抗力</b></p>
<p><b>7.1</b> Despite any agreement as to the date of shipment or delivery, it is agreed that shipment or delivery may be suspended in whole or in part from time to time in case of fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, strike, lockout or labour dispute, shortage of fuel, power or raw material, inability to procure stock, inability to obtain transport, defaults of manufacturers or suppliers, act of God, rejection of the Goods by regulatory authorities in country of destination, or any other cause beyond the reasonable control of the Supplier. The Buyer will have no claims whatsoever against the Supplier in consequence of any such cancellation or suspension and may not purport to cancel shipments or delivery.</p>	<p><b>7.1</b> 尽管就发货或交货日期作出任何约定，但如果发生火灾、事故、地震、洪水、干旱、犯罪、战争、封锁、内乱、瘟疫、罢工、停工或劳资争端、燃料短缺、电力或原材料短缺、无法采购原料、无法获得运输工具、制造商或供货商违约、天灾、货物被目的国监管部门拒绝或超出供应商合理控制范围的任何其他原因，双方同意全部或部分地暂停发货或交货。买方不应因任何此类交货的取消或暂停而向供应商索赔，并且不得要求取消发货或交货。</p>
<p><b>7.2</b> If shipment is delayed by anything or any event set out in the foregoing clause for more than 30 Working Days, the Supplier may at its option by notice to the Buyer rescind the contract in which case the Buyer will have no claim of any nature or kind against the Supplier.</p>	<p><b>7.2</b> 若由于上述条款中所述的任何原因或事件导致发货延期超过30个工作日，供应商便可根据自己的决定通知买方解除合同，在这种情况下，买方不应向供应商提出任何性质或类型的索赔。</p>
<p><b>8. CERTIFICATION WARRANTY</b></p>	<p><b>8. 证明保证</b></p>
<p>The Supplier warrants that it holds and will maintain, in its own name, all certifications, authorisations, consents and licences which are necessary or required to supply the Goods to the country at which the Goods are to be discharged from the vessel shipping the same. All other warranties, guarantees, conditions and liabilities expressed or implied, statutory or otherwise are excluded in accordance with and subject</p>	<p>供应商保证其以自身的名义持有并将保留将商品运送至船舶卸货所在国所需的所有证明书、授权书、同意书和许可证。按照并依据第14.2条的规定，明示或暗示的、法定或其他的所有其他保证、担保、条件和义务均不包括在内。</p>
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<p>This Agreement has been written in both English and Mandarin. However, any dispute between the parties will be determined in accordance with the English version of this Agreement.</p>	<p>本协议拥有英文和中文两种版本。然而，双方之间的任何争议将按本协议的英文版本作出裁定。</p>

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to the terms of clause 14.2.	
<b>9. SAMPLES</b>	<b>9. 样品</b>
Despite any prior submission of samples by the Supplier to the Buyer, Goods are supplied solely as described in the Supplier's invoice, and the bill of lading or airway bill will be conclusive evidence as at the date of shipment of the weight or quantity of the Goods.	尽管供应商之前向买方提交了样品，但商品只能按照供应商发票中的描述来提供，并且装运之日的提货单或空运单将作为商品重量或数量的确凿证据。
<b>10. REPRESENTATIONS</b>	<b>10. 陈述</b>
<b>10.1</b> The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations concerning the Goods that are not set out in a quotation or Order Confirmation.	<b>10.1</b> 买方确认不会依赖于报价单或订单确认书中未列明的任何有关商品的陈述，并且同意不会因供应商违反此类陈述而提出任何索赔。
<b>10.2</b> The Buyer agrees that it will not (and will ensure that its buyers, agents and representatives do not) make any representations, warranties or statements to its/their buyers which are not authorised in writing by the Supplier or which are not consistent with information provided by the Supplier to the Buyer in relation to the Goods. The Buyer indemnifies the Supplier from and against any claims or actions by third parties in relation to a breach of this clause.	<b>10.2</b> 买方同意，不会（同时也将确保其购买人、代理人和代表不会）向其购买人作出未经供应商书面授权或与供应商提供给买方的商品信息不一致的任何陈述、保证或声明。如果违反此项规定，导致供应商被第三方索赔或起诉，买方应向供应商作出赔偿。
<b>11. TITLE AND SECURITY INTEREST</b>	<b>11. 所有权与担保权益</b>
<b>11.1</b> Without prejudice to the obligations and liabilities of the Buyer to pay all money due for goods, all goods supplied by the Supplier will remain the sole and absolute property of the Supplier as legal and equitable owner pending cleared payment in full of all money due under this contract or in respect of any other money owed by the Buyer to the Supplier. The Buyer acknowledges that the Buyer is in possession of such unpaid goods as bailee for the Supplier pending payment in full. Pending payment in full, the Buyer agrees to store the goods in such a manner that the goods are readily identifiable as the property of the Supplier. The Buyer also agrees to maintain the Goods in good order and condition and preserve the Goods in their present form.	<b>11.1</b> 在不妨碍买方履行与全额支付商品款项有关的义务和责任的前提下，按照合同付清全部款项或买方所欠供应商的任何其他款项之前，供应商提供的所有商品完全归供应商所有，供应商是商品的法定所有人及衡平法上的所有权人。买方承认，在全额付款之前，买方仅是作为供应商的受托人来持有此类未付款商品。在全额付款之前，买方同意以容易将商品辨别为供应商财产的方式保存这些商品。买方还同意完好无损地保有这些商品并使这些商品保持现状。
<b>11.2</b> The Buyer:	<b>11.2</b> 买方：
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This Agreement has been written in both English and Mandarin. However, any dispute between the parties will be determined in accordance with the English version of this Agreement.	本协议拥有英文和中文两种版本。然而，双方之间的任何争议将按本协议的英文版本作出裁定。



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<p><b>(a)</b> grants to the Supplier a security interest in the Goods (and the proceeds of sale of the Goods) as security for the purchase price for the Goods which the Supplier can register or perfect in any means possible in the jurisdiction of the Buyer (and any other jurisdiction the Supplier deems necessary or desires) to ensure that the Supplier has an enforceable security interest against the Buyer in the Goods (and the proceeds of sale of the Goods);</p>	<p><b>(a)</b> 承认作为购买价款的担保，供应商享有商品（和商品销售收入）的担保权益，其中供应商能够在买方司法管辖区（以及供应商视为必要或想要的任何其他司法管辖区）内以任何可能的方式登记或完善此类担保权益，以便确保供应商对商品（和商品销售收入）拥有可行使的担保权益；</p>
<p><b>(b)</b> agrees to do all things and execute or arrange for execution of all documents the Supplier requires to ensure the Supplier acquires a perfected first ranking security interest in the Goods in the relevant jurisdiction(s);</p>	<p><b>(b)</b> 同意尽一切努力并且签署或安排签署供应商所要求的全部文件，以确保供应商在相关司法管辖区内获得手续完备的优先担保权益；</p>
<p><b>(c)</b> will indemnify the Supplier for any costs the Supplier incurs in registering, maintaining, discharging and/or enforcing the security interest created by these Terms; and</p>	<p><b>(c)</b> 将对供应商在登记、维持、解除和/或行使这些条款所创造的担保权益时产生的任何费用作出补偿；以及</p>
<p><b>(d)</b> for Goods supplied in New Zealand, waives any right to receive a copy of a verification statement (as defined in the Personal Property Securities Act 1999 (<b>PPSA</b>)) under the PPSA and agrees to the extent permitted by law that:</p>	<p><b>(d)</b> 对于在新西兰供应的商品，放弃接收《1999年个人财产担保法》（PPSA）所规定的核查声明（按PPSA中的定义）副本的任何权利，并且同意在法律允许的范围</p>
<p><b>(i)</b> where the Buyer has rights in addition to, or existing separately from those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA;</p>	<p><b>(i)</b> 在买方拥有除PPSA第9部分所述内容以外的或单独存在的权利的情况下，此类权利将继续适用，并且尤其不受PPSA第109部分的限制；</p>
<p><b>(ii)</b> sections 114(1)(a), 133 and 134 of the PPSA will not apply; and</p>	<p><b>(ii)</b> PPSA的第114(1)(a)、133和134部分将不适用；并且</p>
<p><b>(iii)</b> the Buyer will have none of the rights referred to in sections 116, 117(1)(c), 119, 120(2), 125, 127, 129 and 131 of the PPSA and the Buyer waives its rights to object under section 121 and to redeem under section 132 of the PPSA.</p>	<p><b>(iii)</b> 买方不拥有PPSA第116、117(1)(c)、119、120(2)、125、127、129和131部分中所述的权利，并且买方放弃按照PPSA第121部分提出反对和按照第132部分获得赔偿的权利。</p>
<p><b>11.3</b> The Supplier will (without prejudice to its other rights and remedies) be entitled (but not obliged) pending payment in full to retake possession of the Goods. For that purpose, the Buyer grants the Supplier an irrevocable right and authority to enter at</p>	<p><b>11.3</b> 供应商将在不妨碍自己的其他权利和救济权的前提下，有权（但并非有义务）在获得全额付款之前重新获得商品的管有权。出于该目的，买方须向供应商授予不可撤销的权利和权限，允许供应商随时进入商品所在的或被认为所在的任何地点，取回</p>
<p>TCB-235551-79-44-6:sml This Agreement has been written in both English and Mandarin. However, any dispute between the parties will be determined in accordance with the English version of this Agreement.</p>	<p>TCB-235551-79-44-6:sml 本协议拥有英文和中文两种版本。然而，双方之间的任何争议将按本协议的英文版本作出裁定。</p>

<p>any time onto any place where the Goods are situated, or thought to be situated, and to take and resell the Goods and to retain the proceeds from such sale (any shortfall will be a debt due and owing by the Buyer). The Buyer will indemnify and continue to indemnify the Supplier in respect of any claim, action, damage, expense or cost incurred or threatened as a result of the Supplier exercising the powers of this clause or otherwise acting to recover any money payable or Goods supplied pursuant to these Terms or any other contract between the Buyer and the Supplier for the supply of goods (including costs on a solicitor/client basis).</p>	<p>商品进行转售并保留销售收入（任何金额短缺部分将被视为买方所欠的和未付清的债务）。按照这些条款或双方之间就商品供应签订的任何其他合同，对于供应商因行使此条规定所赋予的权力或采取其他措施收回任何应付的款项或供应的商品而产生或可能产生的任何索赔、诉讼、损害、开支或费用（包括在律师/顾客基础上的费用），买方将进行赔偿并继续向供应商作出赔偿。</p>
<p><b>11.4</b> Should the Goods become constituents of or be converted into other products while title remains with the Supplier, the ownership of the incorporated goods will at the time of incorporation vest in and thereafter remain with the Supplier, as if they were solely and simply the Goods. The foregoing provisions of this clause will apply to such products accordingly.</p>	<p><b>11.4</b> 当所有权仍归供应商所有时，如果商品成为其他产品的组成部分或被转化成其他产品，那么商品在转化之时或之后的所有权仍归供应商所有，就像它们只是最初的商品时一样。因此，此条款的前述规定也适用于此类产品。</p>
<p><b>12. LIMITATION OF LIABILITY</b></p>	<p><b>12. 责任限制</b></p>
<p><b>12.1</b> Unless otherwise required by law and subject to clause 12.2, the exclusive remedies of the Buyer and the entire liability of the Supplier whether in contract, tort, under warranty or otherwise for any loss damage or injury arising directly or indirectly from any defect in, or damage to, the Goods or any other breach of the Supplier's obligations will be limited to, at the option of the Supplier:</p>	<p><b>12.1</b> 除非法律另有要求，并按照第12.2条的规定，否则对于因商品的任何缺陷、损坏或违反供应商的任何其他义务而直接或间接导致的任何损失、损害或伤害，买方的排他性救济方式和供应商承担的全部责任（无论以合同、侵权、质保或其他方式）仅限于（供应商可作出选择）：</p>
<p><b>(a)</b> the price of the Goods under the relevant contract;</p>	<p><b>(a)</b> 相关合同所规定的商品价格；</p>
<p><b>(b)</b> the cost of replacing the Goods under the relevant contact; or</p>	<p><b>(b)</b> 相关合同所规定的商品更换费用；或</p>
<p><b>(c)</b> the actual loss or damage suffered by the Buyer.</p>	<p><b>(c)</b> 买方遭受的实际损失或损害。</p>
<p><b>12.2</b> Unless otherwise required by law, the Supplier will not be liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by the Buyer or any other person.</p>	<p><b>12.2</b> 除非法律另有要求，否则对于买方或其他任何人所遭受的任何利润损失或任何后果性的、间接的或特殊的损害、损失或伤害，供应商概不负责。</p>

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<p><b>12.3</b> The Supplier may, by written request to the Buyer, require the Buyer to maintain a policy of insurance with reputable insurers in an amount sufficient to cover product liability suits and potential losses resulting from the recall or detention of Goods. The Supplier may also request that the Buyer provide the Supplier with a copy of a certificate of currency of such insurance. The Buyer indemnifies the Supplier against any product liability claims from a third party that are caused by the Buyer's wilful conduct, breach or negligence.</p>	<p><b>12.3</b> 供应商可通过书面方式要求买方以足够的金额向知名的保险公司购买保险，以避免产品责任诉讼以及产品的召回或扣押所导致的潜在损失。另外，供应商还可以要求买方提供购买此类保险的确证书副本。如果因买方的蓄意行为、违约或疏忽而导致第三方向供应商提出任何产品责任索赔，则买方应向供应商作出赔偿。</p>
<p><b>12.4</b> The Buyer will not be entitled to make any claim against the Supplier (and the Supplier will not be liable to the Buyer) under or in connection with these Terms if and to the extent that such claim is entitled to be recovered by the Buyer under a policy of insurance of the Buyer or would have been entitled but for a breach of these Terms by the Buyer.</p>	<p><b>12.4</b> 根据这些条款的规定，买方在下列情况中将无权向供应商提出任何索赔并且供应商对买方不承担任何责任：索赔在买方所购保险范围内；或者买方本应有权提出索赔，却因违反了这些条款而不再享有此权利。</p>
<b>13. BUYER DEFAULT</b>	<b>13. 买方违约</b>
<b>13.1</b> Upon the occurrence of any Termination Event the Supplier may:	<b>13.1</b> 在发生任何终止事件后，供应商可以：
<b>(a)</b> cancel all outstanding contracts with the Buyer;	<b>(a)</b> 取消与买方的所有尚未完成的合同；
<b>(b)</b> enter into any premises where the Goods supplied by it are located, and repossess and sell such Goods to recover moneys owed to the Supplier;	<b>(b)</b> 进入已供应的商品所在的任何场所，取回并出售这些商品以收回供应商应得的钱款。
<b>(c)</b> the Supplier may recover possession of any Goods in transit whether or not delivery has occurred;	<b>(c)</b> 供应商可以收回运送中的任何商品（无论是否已交货）；
<b>(d)</b> retain all monies paid;	<b>(d)</b> 扣留所有已付钱款；
<b>(e)</b> require that all monies invoiced to the Buyer become immediately due and payable;	<b>(e)</b> 要求买方立即支付发票中所列的全部钱款；
<b>(f)</b> suspend further deliveries to the Buyer;	<b>(f)</b> 暂停向买方供货；
<b>(g)</b> exercise its rights under any guarantee or other security granted in favour of the Supplier in connection with the Goods; and	<b>(g)</b> 根据任何保证或其他担保权行使与商品有关且对供应商有利的权利；并且
<b>(h)</b> recover from the Buyer any loss of profits arising from such cancellation.	<b>(h)</b> 就此类取消造成的任何利润损失向买方获取补偿。
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## Terms and Conditions of Sale

## 销售条款与条件

<p><b>13.2</b> Cancellation will not affect any of the Supplier's accrued rights under these Terms.</p>	<p>13.2 按照这些条款，取消并不影响供应商已产生的任何权利。</p>
<p><b>13.3</b> The Supplier will not be liable for any loss or damage whatsoever arising from such cancellation.</p>	<p>13.3 供应商对于此类取消造成的任何损失或损害不承担责任。</p>
<p><b>14. SUPPLIER WARRANTY AND CLAIMS PROCESS</b></p>	<p>14. 供应商保证和索赔流程</p>
<p><b>14.1</b> Unless otherwise stated, the Supplier warrants that it has good title to the Goods and that the Goods conform to the criteria provided by the Supplier.</p>	<p>14.1 除非另有规定，否则供应商保证其对商品拥有法定的所有权，并保证商品符合供应商提供的标准。</p>
<p><b>14.2</b> To the fullest extent permitted by law, all Supplier warranties under this agreement are to the exclusion of all warranties, guarantees, conditions and liabilities expressed or implied, statutory or otherwise applying either in New Zealand or in the jurisdiction of the Buyer.</p>	<p>14.2 在法律允许的最大范围内，本协议项下的所有供应商保证均不包含明示或暗示的、法定的或以其他方式适用于新西兰或买方司法管辖区的所有担保、保证、条件和责任。</p>
<p><b>14.3</b> The Buyer agrees that it will not, in relation to the Goods, give or make any undertaking, assertion or representation in relation to the Goods without our prior approval in writing.</p>	<p>14.3 买方同意，事先未经书面批准，不会作出与商品有关的任何承诺、声明或陈述。</p>
<p><b>14.4</b> In the event of any claims by the Buyer alleging the breach of the Terms in respect of quality or quantity of the Goods, or other pre-shipment obligations on the part of the Supplier, the Buyer is required to immediately contact the Supplier and follow the claims procedures as advised by the Supplier.</p>	<p>14.4 如果买方因认为商品的质量或数量不符合条款的规定或者供应商违反了其他的装运前义务而提出任何索赔，则买方应当立即联系供应商并遵照供应商告知的索赔程序行事。</p>
<p><b>14.5</b> Where the contract for supply of the Goods is a contract for the supply of boneless beef to a Buyer in the United States of America or Canada, fat claims will be settled in accordance with the Meat Importers Council of America Inc's current guidelines for the settlement of fat claims.</p>	<p>14.5 如果商品供应合同是一份向美国或加拿大的买方供应去骨牛肉的合同，则应当按照美国肉类进口商协会（Meat Importers Council of America Inc）关于解决脂肪含量索赔的当前指南来解决与脂肪含量有关的索赔。</p>
<p><b>14.6</b> Where all or part of a shipment of Goods to a Buyer in the United States of America is rejected at port of entry by United States Department of Agriculture (USDA) after payment by the Buyer to the Supplier of the Price, the Supplier on receipt of the USDA rejection certificate will refund to the Buyer the Price, or part</p>	<p>14.6 买方向供应商支付价格款项之后，如果向美国的买方运送的全部或部分商品在进口港被美国农业部 (USDA) 拒收，则在收到美国农业部的拒收单后，供应商将向买方退还与被拒商品有关的全部或部分价格款项，并且此类付款将完全和最终解除供应商对买方承担的任何责任；然而，如果商</p>
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<p>This Agreement has been written in both English and Mandarin. However, any dispute between the parties will be determined in accordance with the English version of this Agreement.</p>	<p>本协议拥有英文和中文两种版本。然而，双方之间的任何争议将按本协议的英文版本作出裁定。</p>

thereof, in respect of the Goods rejected, and such payment will be a full and final settlement of any liability the Supplier has to the Buyer, provided however, that the Supplier will not be obliged to make such a payment where the Goods have been used by the Buyer or where the Goods have not been kept at the Supplier's recommended temperature. Property and risk in the Goods will revert to the Supplier on refund of the price.	品已被买方使用或者买方未按照供应商建议的温度贮存这些商品，则供应商不必进行上述付款。退回价格款项后，商品的所有权和风险将重新归属供应商。
<b>15. INTELLECTUAL PROPERTY</b>	<b>15. 知识产权</b>
The Buyer acknowledges that it does not acquire any right, title or interest to the Supplier's Intellectual Property. The Buyer disclaims any interest in the Supplier's Intellectual Property. The Buyer will not challenge or take any action prejudicial to the Supplier's or Intellectual Property.	买方承认不会从供应商的知识产权中获取任何权利、所有权或利益。买方否认对供应商知识产权拥有任何利益。买方不会对供应商或其知识产权提出质疑或做出任何有损供应商或其知识产权的行为。
<b>16. USE OF TRADE MARKS</b>	<b>16. 商标的使用</b>
<b>16.1</b> If expressly consented to by the Supplier in writing, the Buyer may use the Trade Marks for the purpose of promoting the ability to purchase the Goods from the Buyer.	<b>16.1</b> 买方可以在供应商以书面形式明确同意的情况下将商标用于宣传人们可从买方处购买商品的目的。
<b>16.2</b> The Buyer must not, by virtue of this clause, obtain or claim any right, title or interest in or to the Trade Marks except the rights of use as are specifically set out in these Terms, and hereby acknowledges and agrees that the benefit of all such use shall at all times enure to the Supplier.	<b>16.2</b> 除了这些条款中所规定的使用权以外，买方不得依据此条款获取或声索与商标有关的任何权利、所有权或利益，并且买方特此承认和同意供应商享有与所有此类商标的使用有关的全部利益。
<b>16.3</b> The Buyer must use the Trade Marks in the form supplied or stipulated by the Supplier and strictly in accordance with the Visual Guidelines.	<b>16.3</b> 买方必须按照供应商提供或规定的方式来使用商标并严格遵守《视觉设计指南》。
<b>16.4</b> If the Visual Guidelines are amended, the Buyer must comply with the amended Visual Guidelines as soon as reasonably practicable and in any event within three (3) months after being notified of the amended Visual Guidelines by the Supplier.	<b>16.4</b> 如果《视觉设计指南》被修改，那么在任何情况下，买方都必须在供应商通知《视觉设计指南》被修改后的三（3）个月内，尽快以合理可行的方式遵守修改后的《视觉设计指南》。
<b>16.5</b> The Buyer must not use the Trade Marks in any way which would:	<b>16.5</b> 买方在使用商标时，不得：

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<p><b>(a)</b> allow them to become generic, lose their distinctiveness, become liable to mislead the public; or</p>	<p><b>(a)</b> 致使商标成为非专用商标、失去其独特性、对误导公众负有赔偿责任；或</p>
<p><b>(b)</b> be materially detrimental to, or inconsistent with the good name, goodwill, reputation and image of the Supplier.</p>	<p><b>(b)</b> 使商标与供应商良好的声誉、商誉、名誉和形象不符或给供应商良好的声誉、商誉、名誉和形象造成重大损失。</p>
<p><b>16.6</b> The Buyer shall permit the Supplier or its authorised representative on request to audit the use of the Trade Marks in connection with these Terms.</p>	<p><b>16.6</b> 买方应按要求，允许供应商或其授权代表对这些条款相关的商标使用情况进行审核。</p>
<p><b>17. INFRINGEMENT OF TRADE MARKS</b></p>	<p><b>17. 商标的侵权</b></p>
<p><b>17.1</b> If the Buyer learns of any actual, threatened or suspected infringement of the Trade Marks or of any action detrimental to the Trade Marks or of any third party allegation that the Trade Marks are liable to cause deception or confusion to the public the Buyer shall immediately (and without delay) notify the Supplier giving full particulars of such circumstances.</p>	<p><b>17.1</b> 如果买方获悉商标实际、可能或涉嫌遭到侵权、对商标作出的任何有害行为，或第三方指控商标使公众受到欺骗或造成混淆，买方则应立即（不得延误）将上述情况的全部详情告知供应商。</p>
<p><b>17.2</b> The Supplier shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing off or any other claim or counterclaim brought or threatened in respect of the use of the Trade Marks. The Supplier shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Trade Marks if it decides in its sole discretion not to do so.</p>	<p><b>17.2</b> 供应商将采取与商标有关的所有法律程序，并自行决定就商标的任何侵权或涉嫌侵权、假冒、任何其他声索或与商标的使用有关的实际或可能的索赔采取任何措施（包括诉讼、仲裁或让步）。供应商若自行决定不采取任何法律程序或作出辩护，则可无需这样做。</p>
<p><b>17.3</b> The Buyer will at the request of the Supplier give cooperation to the Supplier in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Supplier shall meet all reasonable expenses incurred by the Buyer in giving such assistance which are payable to third parties.</p>	<p><b>17.3</b> 买方应按照供应商的要求，在与商标有关的任何实际或可能的诉讼、索赔或法律程序中同供应商开展合作，而对于买方在提供上述支持时向第三方支付的合理费用，供应商将作出补偿。</p>
<p><b>18. AMENDMENT</b></p>	<p><b>18. 修改</b></p>
<p>The Supplier may amend these Terms from time to time on written notice to the Buyer. The</p>	<p>在以书面方式通知买方后，供应商可以随时修改这些条款。修改后的条款将在提供通知后，适用</p>
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modified Terms will apply to all orders and supplies of Goods after such notice is given. No other modification of these Terms may be made without the Supplier's prior written consent.	于所有的订单或供货。事先未经供应商书面同意，这些条款均不得获得其他修改。
<b>19. WAIVER</b>	<b>19. 弃权</b>
Unless expressly agreed in writing by the Supplier, waiver by the Supplier of any breach of these Terms will not be construed as a waiver of that breach. A waiver of any breach will not be a waiver of any other subsequent breach. The failure of or delay by the Supplier to enforce, or exercise any right under, any part of the Terms, will not be deemed to be a waiver of Supplier's rights under these Terms.	除非供应商以书面形式明确同意，否则供应商对任何违约行为的不作追究，并不构成放弃对此类违约行为的追究权利。不追究任何违约行为，并不意味着不追究以后的任何其他违约行为。供应商不行使或延缓行使这些条款项下的任何权利，不得视为供应商放弃这些条款项下的权利。
<b>20. APPLICABLE LAW</b>	<b>20. 适用法律</b>
These Terms will be governed and construed in accordance with the laws of New Zealand. The parties submit to the jurisdiction of the New Zealand courts.	这些条款受新西兰的法律管辖并依其解释。双方同意新西兰的法院拥有司法管辖权。
<b>20.1</b> The Buyer acknowledges that:	<b>20.1</b> 买方承认：
<b>(a)</b> (a)the supply under these Terms is a supply for business purposes in terms of section 2 and 43 of the Consumer Guarantees Act 1993 and accordingly the provisions of that Act do not apply to any supply of goods or services made pursuant to these Terms;	<b>(a)</b> 这些条款项下的供货是指用于1993年颁布实施的《消费者保障法》（Consumer Guarantees Act 1993）第2部分和第43部分所载商业目的的供货，因此该法案的条款不适用于按照这些条款所提供的商品或服务；
<b>(b)</b> (b)sections 9, 12A and 13 of the Fair Trading Act 1986 will not apply; and	<b>(b)</b> 1986年颁布实施的《公平交易法》（Fair Trading Act 1986）的第9、12A和13部分将不适用；并且
<b>(c)</b> (c)the provisions of the Sale of Goods Act 1908 will not apply.	<b>(c)</b> 1908年颁布实施的《货物买卖法》（Sale of Goods Act 1908）的规定也将不适用。
<b>20.1 ARBITRATION</b>	<b>20.1 仲裁</b>
<b>21.1</b> New Zealand law governs all transactions between the Buyer and the Supplier.	<b>21.1</b> 买方与供应商之间的所有交易均受新西兰的法律管辖。
<b>21.2</b> If the Buyer is domiciled in a country that has a reciprocal enforcement of foreign judgment regime with New Zealand, then the Buyer submits to the exclusive jurisdiction of New Zealand courts.	<b>21.2</b> 如果买方居住在与新西兰建立了外国判决相互执行机制的国家，则买方同意新西兰的法院拥有专属管辖权。
<b>21.3</b> If the Buyer is domiciled in a country that does not have a reciprocal enforcement	<b>21.3</b> 如果买方居住在未与新西兰建立外国判决
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<p>of foreign judgment regime with New Zealand, then the Buyer submits to the exclusive jurisdiction of the Singapore International Arbitration Centre (“SIAC”). The seat of arbitration will be Singapore. The arbitration will be conducted in English, in accordance with the Arbitration Rules of the SIAC for the time being in force, and the tribunal will consist of 3 arbitrators.</p>	<p>相互执行机制的国家，则买方同意新加坡国际仲裁中心（SIAC）拥有专属管辖权。仲裁地点将位于新加坡。按照新加坡国际仲裁中心现行的仲裁规则，仲裁过程中使用的语言为英语，并且仲裁庭由三名仲裁员组成。</p>
<p><b>22. SEVERABILITY</b></p>	<p><b>22. 可分割性</b></p>
<p>If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of New Zealand or any other jurisdiction, neither the legal validity nor enforceability of the remaining provisions of these Terms will in any way be affected or impaired thereby to the intent that these Terms should be construed as if the provision or the part in question had been deleted.</p>	<p>即使这些条款的任何规定在新西兰或任何其他司法管辖区的法律下的任何时候被判定为不合法、无效或无法执行，或以任何形式变得不合法、无效或无法执行，其余条款的法律效力和可执行性仍不会受到任何影响或损害，而这些条款中被视为存在问题的规定或部分应视为已从中删除。</p>
<p><b>23. VIENNA CONVENTION</b></p>	<p><b>23. 维也纳公约</b></p>
<p>The Vienna Convention and therefore the New Zealand Sale of Goods (United Nations Convention) Act 1994 is excluded to the extent permitted by law.</p>	<p>维也纳公约（Vienna Convention）以及 1994 年新西兰《货物销售（联合国公约）法》（New Zealand Sale of Goods (United Nations Convention) Act 1994）在法律允许的范围内被排除在外。</p>

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