

5. DELIVERY RISK & OWNERSHIP

交付的风险和所有权

- 5.1 The Products will be delivered by the Supplier to the Company at the delivery points specified in Schedule 4. This may be changed by agreement.
供应商按照附表4中列明的方式向公司交付产品，交付方式可由协议变更。
- 5.2 Where the delivery point is at the premises of the Supplier, the Company will be responsible for collection and loading of Products and will from that point be responsible for insurance of the Products.
若产品的交货地点在供应商所在地，则公司负责收货和装货以及以该地点为起点为产品投保。
- 5.3 When the delivery point is at the premises of the Company or some other location which requires the Supplier to arrange transportation of the Products, the Supplier will be responsible for insurance of Products in transit and responsible for unloading Products from the delivery vehicle at the delivery point.
若交货地点在公司的所在地或其他需要供应商安排运输的地方，则供应商负责在运输途中的保险和在交货地点从运输车辆上卸货。
- 5.4 All deliveries will be made during normal working hours of the Company, unless otherwise agreed in writing.
所有的交付需在公司的正常工作时间内进行，除非得到书面同意。
- 5.5 Ownership of and risk in the Products will pass to the Company from the Supplier at the delivery point either when Products are loaded onto the vehicle for which the Company is responsible or unloaded from the vehicle for which the Supplier is responsible, whichever is applicable.
自供应商在交付地点将货物交付给公司时起，无论此时是公司负责装货还是供应商负责卸货，货物上的所有权和风险都转嫁给公司。
- 5.6 The Supplier will arrange for packaging and labelling of the Products in accordance with procedures agreed in writing with the Company from time to time. The Supplier will also provide such documentation as may be appropriate to enable the Products to be delivered to the delivery point.
供应商应随时按照公司的书面同意负责产品的封装并贴标签。供应商应提供所有文件以便使产品顺利的在交付地点交付。
- 5.7 If the Company fails to take delivery of Products on the date fixed for delivery, any costs incurred by the Supplier in storing them will be reimbursable by the Company on demand and risk in Products will pass to the Company.
若公司未能在交付日期取货，由供应商引起的任何储藏费用由公司及时补偿，产品上的风险也转移给公司。

6. PRICES
价格

6.1 Prices of Products at the date of this Contract are shown in Schedule 1. These prices include transportation to the delivery point.

自本合同之日起，产品价格列于附表1中。这些价格包括到交付地点的运输费用。

6.2 Prices will be subject to adjustment at the commencement of each new Contract Year.

价格在每一个合同年开始进行修订。

Alternative A. A formula to determine new prices is shown in Schedule 5.

选项一. 决定新价格的计算公式列于附表5中

Alternative B. New prices will be adjusted through negotiation and agreement during [1, 2, 3] months before the commencement of the new Contract Year. In fixing any new prices, the Supplier will provide the Company with details of cost increases and other relevant data. Both Parties will act in good faith in these negotiations.

选项二. 新价格应在合同年开始前的 [1, 2, 3] 月通过协商和协议调整。在确定新价格时，供应商应向公司提供关于成本增加的明细和其他相关数据。双方在协商中都应做到诚信。

6.3 Prices applying at the time that negotiations commence will apply until a price change is agreed. If within [30, 60] days from the commencement of a Contract Year, no agreement on a change in price has been reached, the Supplier will have the right to give [30, 60, 90] days notice to terminate the Contract.

价格适用于自协商开始至价格变更起止。若自合同年开始的 [30, 60] 天内，双方在价格的变更上没有达成一致意见，则供应商有权通知公司在..... [30, 60, 90] 天内终止合同。

6.4 When the Company buys Products for resale, it will be free to fix its own resale prices.

公司购买产品用于零售的，则公司可自由针对该零售价定价。

This is a sample of 2 pages out of 16 of the **Supply Contract for China**
(English-Chinese dual version).

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