

**5. OWNERSHIP AND RISK**

**5. 所有权和风险**

5.1 Ownership of the Product shall pass to the Company upon completion of manufacture by the Manufacturer.

制造商完成产品生产后其所有权应属于公司。

5.2 Risk in the Product shall pass to the Company upon Delivery.

产品托运后风险由公司承担

5.3 The Packaging Materials and completed Product shall at all times remain the property of the Company and, for so long as this Contract remains in force, the Manufacturer undertakes:

包装材料和已完工产品同时为公司所有，在合同有效期内，生产商承担：

(a) to keep all Product and Packaging Materials in its own possession and under its own control (except as provided in this Contract);

所有产品和包装材料均应由制造商占有和保管（除非本合同规定）

(b) not to sell, offer for sale, assign, pledge, mortgage, charge or transfer any Product or Packaging Materials nor part with the possession custody or control of the same (except as provided in this Contract) nor do or suffer anything to be done whereby the same shall or may be seized, taken in execution, attached, destroyed or damaged; and

制造商不得销售、准备待售、分派、典当、抵押或交换任何产品或包装材料，不得脱离占有或控制（除非本合同规定），不得使产品和包装材料遭到查封、执行、附加执行、损坏或毁灭。

(c) to use all Product and Packaging Materials only for the purposes of this Contract and not to allow any other person or party to use the same except with the prior written consent of the Company.

全部产品和包装材料只用于本合同的目的，不允许任何一个人或第三方在没有得到公司预先书面同意的情况下使用该产品和包装材料。

5.4 The Manufacturer shall take all reasonable precautions against theft, fire, pilferage, contamination and other damage to the manufactured Product and Packaging Materials whilst in its possession or control.

制造商应采用所有合理措施防止窃贼、火灾、盗窃、污染和其他可能对其占有和控制的已制造的产品和包装材料造成损失的情况的发生。

**6. PAYMENT OF EXPORT TAX DUTIES**

**6. 出口关税的支付**

The Manufacturer shall indemnify the Company and keep the Company indemnified against any damage claim made and any action or other proceedings brought against the Company arising out of or in connection with any liability for the payment of any government tax, excise duty or duties, sales tax or other government fees in respect of the Product or any damage to or loss of the Product (for whatever reason the same may occur) whilst in the possession or under the control of the Manufacturer prior to Delivery.

在制造商未运送产品前的占有和控制期间，制造商应使公司免于收到任何索赔请求或使公司承担就产品或给产品造成损失（无论发生何种原因）的任何有关政府税、消费税或关税、营业税或其他政府费用的支付义务，

## 7. INSURANCE

### 7. 保险

7.1 The Manufacturer shall maintain insurance in its own name to the reasonable satisfaction of the Company with such insurer as the Company may approve by written notice to the Manufacturer:

制造商应以自己的名义购买能够使公司满意的保险，保险公司的选择应该得到公司的书面通知。

(a) against fire and theft and other agreed additional perils in respect of the Product and Packaging Materials to their full value and against theft on a “first loss” basis; and

鉴于产品和包装材料的火险、防盗险和其他经同意的额外险种均需以全值投保，防盗险以第一损失为基础投保；和

(b) in respect of any liability of the Manufacturer to the Company under sub-clauses 2.5 and 2.6 of this Contract to a value which shall not be less than ..... [insert amount and currency].

基于制造商在本合同副第2.5和2.6条款下对公司承担的责任，其投保价值不得低于..... [数额和币种].

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This is a sample of 2 pages out of 22 of the **OEM Manufacturing Contract for China** (English-Chinese dual version).

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**[OEM MANUFACTURING CONTRACT FOR CHINA](#)**