

GENERAL PURCHASE CONDITIONS OF JINLING AOC RESINS CO., LTD.**金陵力联思树脂有限公司通用采购条款****VERSION FEB 2020****2020年2月版本****1 General 一般条款**

1.1 These General Purchase Conditions (“Conditions”) govern the requests for proposal, offering, sale and delivery of all products, materials, liquids, equipment, design, software, rental, properties, stored goods, including all related documentation as specified in the Purchase Order (herein referred to as: the “Goods”). “Services” will be services and pertaining deliverables, including all related documentation and instruction regarding the proper use of the Services. A Purchase Order is the order issued by or on behalf of JINLING AOC RESINS CO., LTD. (the “Customer”) and apply to all similar dealings between the Customer and the Supplier. The Supplier is the person or entity that enters into an agreement with Customer.

本通用采购条款 (“条款”) 适用于对所有产品、材料、液体、设备、设计、软件、租赁、资产、储存的货物, 包括采购订单中所列明的所有相关文件 (简称“货物”) 的报价请求、要约、销售和交付。“服务”指服务及相关的交付物, 包括与恰当使用服务有关的所有文件和说明。“采购订单”是由金陵力联思树脂有限公司 (“客户”) 或代表其所发出的订单并适用于客户与供应商之间的所有类似交易。“供应商”指与客户签订协议的个人或实体。

1.2 These Conditions, together with the relevant Purchase Order issued by Customer (the “Agreement”), set forth the terms and conditions for the delivery of Goods and/or Services by Supplier to Customer and will be binding on the parties at Supplier’s acceptance. Any changes by Supplier are binding only, if accepted by Customer in writing. Performing of any part of a Purchase Order by Supplier will operate as Supplier’s unconditional acceptance thereof.

本条款与客户签发的其他相关采购订单一起 (“协议”) 构成供应商向客户提供服务和/或交付货物的条款和条件, 并在供应商接受后对双方具有约束力。供应商提出的任何变更, 只有在客户以书面形式表示接受的情况下才具有约束力。供应商履行采购订单项下的任何义务都将构成供应商对采购订单的无条件接受。

1.3 By contracting on the basis of these Conditions, Supplier agrees to the applicability thereof in respect of future dealings as described in article 1.1, even if this is not expressly stated. Customer shall be entitled to update and/or amend these Conditions regularly and by and as of the moment of notifying Supplier of such update or amendment or by sending Supplier the updated or amended Conditions, these revised Conditions shall apply to all dealings between Supplier and Customer.

供应商基于本条款订立合同, 同意按第 1.1 条的约定将本条款适用于双方的未来交易, 即使未明确声明。客户有权定期对本条款进行更新和/或修改, 同时客户应随时将上述更新或变更通知供应商或将更新或修改后的本条款发给供应商, 修改后的条款应适用于供应商与客户之间的所有交易。

1.4 Supplier and Customer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between Supplier and Customer shall be considered to be a “writing” and/or “in writing”.

供应商与客户同意, 以电子方式进行的沟通同样有效、可执行并构成具有约束力的义务。供应商与客户之间任何的电子通讯应被认为是书面形式。

2 Prices 价格

2.1 Supplier shall deliver the Goods and/or Services against the prices and currencies of the Goods and/or Services are as set out in the Agreement.

供应商将按协议中规定的价格和/或货币计价交付货物和/或服务。

2.2 Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive all other taxes, duties, levies, fees (including license fees), charges and inclusive all costs.

除非有明确的相反要求, 价格是 (1) 固定且不变的, (2) 不包含任何增值税, (3) 但包含所有其他税费、关税、征收费及费用 (包括许可费用)、收费, 并包含所有成本。

2.3 To the extent Services are supplied at a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and shall provide Customer access thereto.

在提供有偿服务的范围内, 供应商应保留所有成本、支出及工作时间的记录并使客户可以获取该等记录。

3 Payment 付款

3.1 Unless expressly stated otherwise in the Purchase Order, payment shall be made within ninety (90) days following receipt of Supplier’s invoice for the Goods by means of transfer into the bank account mentioned on the invoice.

除非订单中另有明确约定, 客户将自收到发票日起九十 (90) 天内以银行转帐方式向供应商支付所出具的提供货物或服务的发票上列明的金额。

3.2 Customer may authorize any other company to effect the payment due by Customer. Such payment shall discharge Customer from its respective payment obligation towards Supplier. In case an invoice is under dispute, Supplier has no right to postpone its obligations. Customer has the right to set off amounts it owes to Supplier or any of its affiliates, against amounts which Supplier or any of its affiliates owes to Customer or any of its affiliates.

客户可授权任何其他公司支付到期款项。该项支付将免除客户对供应商的相应付款义务。如对发票存在争议, 供应商无权延迟履行义务。客户有权以供应商或其关联方对客户的欠款抵销客户对供应商或其关联方所欠的款项。

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4.1 Supplier guarantees that it will supply without delay and interruption the Goods and/or Services as stated in the Agreement. Supplier shall immediately notify Customer of any foreseeable delay. 供应商保证不迟延和不中断地提供货物和/或服务。供应商应当将任何可预见的延迟立即通知客户。

4.2 The implementation of any and all changes of and/or improvements related to the Goods and/or performance of the Services including processes, materials (including supply source) and/or any other changes that might affect the specifications of the Goods and/or the Services require the prior written approval of Customer. Supplier will inform Customer well in advance of such changes and will enable Customer to control and test the Goods.

对货物和/或服务履行实施的任何变更和/或改进，包括加工、材料（包括供应来源）和/或任何其他可能影响到货物和/或服务的规格的变更，均应取得客户的事先书面批准。供应商将就变更预先通知客户并使客户能够控制和检测货物。

4.3 Unless explicitly agreed otherwise, the Goods shall be delivered according to Incoterm DDP site Customer.

除非另有明确约定，货物应当按照 Incoterm DDP 客户地点交付

4.4 Delivery shall be effected in adequate packaging. Costly and reusable packaging shall be taken back by Supplier. Supplier shall timely provide Customer with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process and storage of the Goods and with all certificates of analysis/conformity as customarily supplied. If applicable, stored Customer's Goods will be redelivered in the original quantity, state and condition.

交付应在充分进行包装后进行。供应商应当回收费用高昂和可再次使用的包装。供应商应当及时向客户提供对安全和恰当的与运输、使用、处理、加工和储存货物所需的相关执照、文件、信息、规格和说明的复印件，以及所有通常应提供的分析/一致性证书。如适用，供应商应依照初始数量、状态和条件转送储存的货物。

4.5 Supplier ensures that Customer or its nominee has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out.

供应商确保客户或其指定人员有机会检验货物或货物生产过程和/或服务或部分服务的履行地。

4.6 Supplier diligently and continuously controls and tests the quality of the Goods and Services as well as the operations during manufacturing, storage and delivery.

供应商勤勉和持续地控制和检测货物和服务质量，以及生产、存储和交付的运行。

4.7 Supplier shall ensure that Customer, or its nominee, has the opportunity to attend tests and/or inspect the Goods at any time.

供应商应当确保客户或其指定人员有机会随时参与检测和/或检验货物。

4.8 Inspection and/or testing does not relieve Supplier of any obligation or liability under the Agreement.

检验和/或检测不得免除供应商在本协议项下的任何义务或责任。

4.9 Customer is entitled to reject any Goods, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of Supplier and without prejudice to Customer's right to compensation and liquidated damages for the losses and damages suffered as a result of Supplier's non-compliance.

客户有权拒收在交付时出现以下情形的任何货物：（1）非于约定时间交付，（2）不符合约定的容量和/或数量，（3）未妥善包装或包装破损，或（4）具有其他缺陷；在该拒收情况下，风险和费用由供应商承担，且不影响客户对其因供应商的交付不符合要求而导致的损失和损害请求赔偿及违约金的权利。

4.10 Supplier shall properly and timely instruct Customer of any special use or treatment regarding the Services.

供应商应就与服务相关的任何特殊用途或处理向客户做出妥善并及时地指示。

4.11 Only written confirmation of acceptance shall constitute acceptance of the Services performed.

仅书面的确认接受，方构成对已履行服务的接受。

4.12 Inspection, testing, acceptance or payment does not release Supplier from its obligations and warranties.

检验、检测、验收或付款不会使供应商免除其义务和保证。

5 Transfer of risk and property 所有权及风险转移

5.1 The title of the Goods shall pass to Customer on delivery at the delivery point as stated in the Agreement. However, if Customer pays for any Goods prior to delivery, title shall pass to Customer upon payment.

货物的所有权将于本协议所述的交付点在交付之时转移至客户。但如果客户在交付之前就任何货物已经付款，则该货物的所有权在付款之时转移至客户。

5.2 The title and risk of Goods under a rental service agreement remain with Supplier. The title of stored Customer's Goods under a warehousing agreement remain with Customer. The risk of such Goods is transferred to Supplier at acceptance of the Goods and ends after delivery of these Goods to Customer.

租赁服务协议项下货物的所有权和风险仍由供应商保留。根据仓储协议而存储的客户货物的所有权属于客户，该货物的风险于供应商接受货物时转移给供应商，并在这些货物交付给客户后结束。

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5.3 Supplier shall identifiably store any raw materials and semi-finished goods allocated for the manufacture and/or production of the deliverables and the finished deliverable itself. The risk of such goods remains with Supplier until acceptance thereof.

供应商应当区分储存划分出用于制造和/或生产可交付物的任何原材料和半成品，以及成品交付物。该种货物的风险在客户接受之前将由供应商承担。

5.4 Supplier shall further take all measures to ensure that Customer's title is in no way prejudiced.

供应商应进一步采取一切措施保障客户的所有权不受任何侵害。

6 Warranty 保证

6.1 Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Customer may have or obtain and shall extend to Customer and its customers.

供应商保证货物具有恰当的功能并保证与其规格和要求相符、未经使用、选料考究且做工精良、没有任何缺陷且其上无任何质押、妨碍、担保或所有权保留，并适用于预想的特定用途。这些保证不得被视为排除客户可能享有或获得的其他保证和/或权利，且上述保证和/或权利应延伸到客户及客户的客户。

6.2 Supplier shall promptly repair or replace any and all Goods within a period of 2 years after the date of acceptance or the date of first operational use, whichever date is later. Repaired or replaced Goods or parts will be warranted for another period of 2 years from the repair or replacement date. If requested, Supplier shall as far as possible leave these goods in free use with its user until Supplier has delivered Goods in replacement. The warranty period shall be extended by any period(s) during which the Goods have been out of operation.

供应商应当自客户接受货物或货物被首次实际使用之日起（以日期在后者为准）两年内立即修复或替换任何货物。经修复或替换的货物或其部件应当自其被修复或替换之日起再保修两年。在客户要求时，供应商在作为替换的货物交付之前，应当尽可能地使原货物的使用者无偿地使用原货物。若货物一段期间内无法正常使用，则保证期间应按照该无法正常使用期间相应延长。

6.3 Supplier warrants the quality and the results of the Services. Supplier shall perform the Services in accordance with the requirements and specifications of the Agreement, observing due skill and care, using proper and well maintained materials and employing sufficiently qualified staff.

供应商保证服务的质量和结果。供应商应当按照协议的要求和规格提供服务，恪尽应有的技能和谨慎，使用适当且保存良好的材料并雇用充分适格的人员。

7 Liability and Insurance 责任和保险

7.1 Supplier shall be liable and hold Customer and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Supplier's Goods by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, except to the extent that this is caused by Customer's wilful misconduct or gross negligence.

供应商应对客户及其董事、雇员（以下简称“被补偿方”）承担责任，补偿并使其免受因本协议的履行、被补偿方或者任何第三方使用和/或销售供应商的货物、接收和采用供应商的服务引起的或与之有关的、被补偿方遭受的或针对被补偿方提出的任何和所有实际发生的或者可能发生的损害、损失、人身伤亡、成本、索赔，但因客户的故意不当行为或重大过失引起的除外。

7.2 Supplier is fully liable for the correct and timely payment of all taxes and levies indebteded in connection to the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the Government.

供应商应完全负责正确和及时地支付与履行本协议相关的所有税费，且应就与其税费义务和任何第三方索赔（包括来自政府的索赔）有关的所有主张和损害向被补偿方进行赔偿。

7.3 In no event shall Customer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement even if Customer is advised or otherwise aware of the possibility of any such damages.

无论何种情况下，客户均不因基于本协议的任何直接或间接损害（包括但不限于收入损失、利润损失或其他附随或附带的损失）承担责任，即使客户已经获悉或者意识到发生损害的可能性。

7.4 The Supplier shall take out and maintain the insurance policies to cover the risks resulting from or connected with the Agreement. At the request of the Customer, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Customer informed of any changes.

供应商对因本协议而产生或与其有关的风险应当购买保险并使其持续有效。在客户的要求之下，供应商应当提供证明其购买了保险的保险凭证并告知客户任何变更。

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8.1 Neither party shall be liable towards the other party for any non-fulfilment of the Agreement to the extent fulfilment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfil its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. If a Force Majeure event causes the Supplier to reduce the production of the Goods, the Customer will be treated as a preferred customer. In case a situation of Force Majeure continues for more than 30 days, Customer shall be entitled to (partially) terminate or cancel the Agreement by written notice. Customer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfil its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.

任何一方均不因任何由于其所完全不能控制、非由其承担风险且无法合理预见的事件（“不可抗力”）而迟延、影响或阻碍履行而造成的相应程度的不完全履行向对方承担责任，但援引不可抗力的一方应当尽最大努力以任何可能的方式履行其义务。仅材料、劳动力或公用设施迟延供应的事实不构成不可抗力。如果不可抗力事件导致供应商减少了货物的生产，则客户将被视为优先客户。如果一项不可抗力事件持续达 30 天以上，客户有权以书面通知（部分）终止或取消协议。在供应商无法履行其义务的任何期间，客户有权向第三方购买类似的货物和/或服务。因此而受影响的数量应不计入任何（最小）数量。

9 Compliance with laws and standards 遵守法律和标准

9.1 With regard to chemicals supplied under the Purchase Order within or into the European Union, Supplier herewith confirms that it is fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). To the extent that any Goods or any of its substances fall within the scope of REACH, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with the requirements of REACH. Supplier will provide the (pre-) registration number(s) to Customer. To the extent Goods or any of its substances fall within the scope of other chemical control regulations, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with these regulations.

对于根据采购订单在欧盟境内供应的或进入欧盟的化学品，供应商在此确认其完全知晓欧盟有关登记、评估、授权和化学品限制的第 1907/2006 号规则（“REACH”）。在任何货物或其任何成分属于 REACH 所约束的范围之内，供应商确认并声明货物或其任何成分完全符合 REACH 要求。供应商将向客户提供（预）登记号。在任何货物或其任何成分属于其他化学品控制规则所约束的范围

之内，供应商确认并声明货物或其任何成分完全符合该种规则的要求。

9.2 Supplier agrees to comply with the Customer's Code of Conduct which can be found at Customer's website or will be sent at request. 供应商同意遵守客户供应商行为准则，该准则可在客户的网站上找到或应请求提供。

9.3 Supplier agrees to comply with and act in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Customer site, comply with site and site access regulations as well as Customer's (network) security regulations. Supplier must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the customer and/or English, to work in a safe, healthy and environmentally responsible manner. Customer may audit these aspects of this Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident Supplier shall, immediately take all measures to clean up, isolate or prevent pollution resulting from such incident.

供应商遵守并依照所有相关安全、健康和环境指令行事，避免污染土壤和地下水，限制客户场地的空气和噪声污染，遵守场地和入场规则，以及客户的（网络）安全规则。供应商必须安排适当和安全的运输和设备，以及专业的合格工作人员，并且能说客户当地语言和/或英语，以对安全、健康和环境负责的方式工作。客户可就协议项下的这些方面进行审核。供应商应报告任何安全、健康、环境和保障方面的不合规情况。一旦发生任何事故，供应商应立即采取一切措施清除、隔离或防止因该事故而产生的污染。

9.4 The Customer owns the right to its data as data controller, and the Supplier acts as data processor. All processing by Supplier of the personal data and other data provided by Customer shall be in accordance with the applicable laws, including but not limited to Regulation (EU) 2016/679 on the protection on natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "GDPR"). The Supplier's processing of personal data on behalf of Customer shall therefore only be done in order to perform its obligations under the Agreement and shall be subject to the Customer's written instructions. Any other processing is strictly prohibited. Customer may require the Supplier to sign a data processor agreement, substantially in the form as provided by Customer. The Supplier shall give immediate notice to Customer if a breach of the data security occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed on behalf of Customer.

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客户对其数据拥有作为数据控制者的权利，供应商作为数据处理者。供应商对客户提供的个人数据和其他数据的所有处理均应符合适用法律，包括但不限于关于处理个人数据时为自然人提供保护以及确保此类数据的自由流动并废除第 95/46/EC 号指令的第 2016/679 号欧盟法规（通用数据保护条例，“GDPR”）。因此，供应商代表客户处理个人数据的目的仅限于履行其在本协议项下的义务，并应遵守客户的书面指示。严禁进行任何其他处理。客户可要求供应商签署一份数据处理协议，协议的格式应大体上与客户提供的一致。如果发生违反数据安全的情况，对于代表客户传输、存储或以其他方式处理的个人数据，如果发生违反数据安全的情况可能导致其遭受意外或非法的破坏、丢失、更改、未经授权披露或访问的，供应商应立即通知客户。

10 Independent contractors 独立缔约方

10.1 Supplier and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.

供应商与客户均为独立缔约方，据此建立的关系不应被认为是被代理人与代理人的关系。任何一方对第三方的销售或义务均不对另一方形成任何约束。

11 Non-assignment 不转让

11.1 Neither party may assign any of the rights or obligations under the Agreement without the prior written consent of the other party, provided however, that Customer may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiliates or to a third party acquiring all or a substantial part of Customer's assets or business relating to the Goods and/or Services.

如未取得另一方的书面同意，任何一方不得转让本协议下的权利或义务。但客户有权向其任何母公司、子公司、关联机构或者取得客户与货物和/或服务有关的全部或主要资产或者业务的第三方，转让本协议的全部或部分权利和义务。

12 Suspension and termination 中止和终止

12.1 If (a) Supplier is in default in performance of its obligations towards Customer, or (b) if Customer has reasonable doubts with respect to Supplier's performance of its obligations to Customer and Supplier fails to provide to Customer adequate assurance of Customer's performance before the date of scheduled delivery and in any case within thirty (30) days of Customer's demand for such assurance; or (c) if Supplier becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Supplier or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Supplier or if Supplier enters into a deed of arrangement

or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Customer, Customer may by notice in writing forthwith

如（a）供应商未能履行合同义务，或者（b）如果客户对供应商义务的履行有合理怀疑，并且在交货日以前以及在客户提出担保要求的三十（30）日内，供应商仍未能向客户就其履约提供充分担保；或者（c）供应商被宣告破产、无法支付到期债务、处于清算状态（公司为重组或合并而进行的清算除外），或者自行或被提起破产程序，或者对供应商的全部或实质资产任命受托人或接管人，或者供应商为债权人利益签署安置承诺或进行转让，无损于客户的任何其他权利，客户可以立即书面通知：

- a) return any delivered Goods against full repayment; and/or
由供应商退回全部款项后返还交付的货物；和/或
- b) suspend its performance or terminate the Agreement;
中止履行或者终止协议；

without any intervention of courts being required and without liability for Customer of whatsoever kind arising out of or in connection with such suspension or termination.

为此无需要求法院介入，并且客户对与中止或终止相关事宜不向供应商承担任何责任。

13 Waiver 弃权

13.1 Failure by Customer to enforce at any time any provision of these Conditions shall not be construed as a waiver of Customer's right to act or to enforce any such term or condition and Customer's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Customer of any breach of Supplier's obligations shall constitute a waiver of any other prior or subsequent breach.

客户于任何时候不执行本条款的任何规定不得被解释为客户放弃其执行这些条款的权利，客户的权利不受任何对上述条款的延迟、未能或疏于执行的影响。客户对任何供应商违约责任的放弃不视为对先前或之后违约责任的放弃。

14 Severability and conversion 可分割性和转化

14.1 In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

若本条款中任一条款被认定无效或不可执行，其应与其他条款分离且不影响双方其他条款的效力和可执行性。被认定为无效或不可执行的条款应在满足原条款的法律和经济意图及法律允许的最大范围内予以改进。

GENERAL PURCHASE CONDITIONS OF JINLING AOC RESINS CO., LTD.**金陵力联思树脂有限公司通用采购条款****VERSION FEB 2020****2020年2月版本****15 Governing law and jurisdiction 适用法律及管辖**

15.1 The parties' rights and obligations arising out of or in connection with Customer's Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of [country where Customer is seated], excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

由供应商的确认和/或本条款产生的或与其相关的双方权利和义务应受客户所在国法律管辖并依其解释和执行，但冲突法原则除外。不适用《联合国国际货物销售合同公约》。

15.2 When the transactions and all parties involved in these Conditions are within the territory of China, the parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of where Customer is seated without prejudice to Customer's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in the Conditions, and the parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.

当本条款所涉交易以及所有主体均属于中国境内时，双方同意，一方提起的任何诉讼、行动或程序均应由客户所在地有管辖权的法院排他管辖，如果该规定没有被写进本条款，将不影响客户将相关案件提交有管辖权的法院，并且双方在此同意上述法院的管辖权，放弃现在或者今后对上述诉讼、措施或程序的管辖提起异议的权利。

15.3 When any transaction or any party involved in these Conditions is outside the territory of China, the parties agree that any dispute arising from the purchase of Goods or in connection with these Conditions shall be submitted to Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Centre for arbitration under its arbitration rule then in force. The seat of arbitration will be Shanghai, the arbitration will be conducted in English and Chinese. The arbitrator's decision will be final and binding on the parties, and the decision will be enforceable through any court of competent jurisdiction.

当本条款所涉任意交易或任何主体属于中国境外，双方同意，由采购货物或本条款引起或与之相关的任何争议应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心，根据其当时有效的仲裁规则进行仲裁。仲裁地点为上海，仲裁将以中英文进行。仲裁裁决将是最终裁决，对双方具有约束力，该裁决将通过任何有管辖权的法院强制执行。

16 Survival of rights 权利的存续

16.1 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assignees, directors, officers, employees, agents and legal

representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.

双方的权利和义务对双方和其相应的继承者、允许的受让方、董事、管理人员、雇员、代理人 and 法定代表人均有约束力并对其进行适用。双方无论因任何原因终止一个或多个权利和义务，均不影响终止后欲继续有效的本条款规定的效力。

17 Headings 标题

17.1 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.

本条款中的标题仅为方便参考之用，不影响对条款的解释和翻译。

18 Intellectual Property 知识产权

18.1 Any and all information, property or materials disclosed to Supplier remains the property of Customer. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its affiliates, without Customer's prior written approval. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.

任何和所有披露给供应商的信息、产权或材料仍然属于客户的财产。未经客户事先书面同意，供应商无权使用或提及客户或其任何关联方的任何商标、商号、域名、专利、设计、版权或其他知识产权。任何被授权的使用均应限制在指示的范围之内且符合双方明确的目的。

18.2 Supplier warrants that (a) it has good and marketable title to the Goods and deliverables of the Services supplied, (b) the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.

供应商保证 (a) 其对货物或服务项下的可交付物拥有有效且可转让的权利；(b) 货物和/或服务，无论是单独还是作为整体的一部分，均不会导致或引发任何对第三方知识产权的侵权或非法使用。

18.3 Supplier hereby assigns by way of present and future assignment all intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier explicitly for or on instructions of Customer.

供应商特此以现时及将来转让的方式转让其所有明确为客户或在客户的指示之下开发或委托开发的知识产权、商业秘密、版权和其他权利。

18.4 All intellectual property rights to software, including source code, sub-software and documentation, developed explicitly for Customer or on Customer's instructions shall rest with or be

GENERAL PURCHASE CONDITIONS OF JINLING AOC RESINS CO., LTD.**金陵力联思树脂有限公司通用采购条款****VERSION FEB 2020****2020年2月版本**

transferred to Customer. Intellectual property rights to other software shall remain with Supplier and Supplier shall grant Customer a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license not limited to specific equipment or location. Customer is allowed to provide sub-licenses to its subsidiaries and affiliates.

所有明确为客户或在客户的指示之下开发的对于软件的知识产权, 包括源代码、子软件和文档, 均应属于客户所有或转让给了客户。其他软件的知识产权应仍属供应商所有, 但供应商应当授予客户一项非排他不可转让不可撤销的、永久免费且不受限于任何特定设备或地点的许可。允许客户向其子公司和关联方提供分许可。

19 Confidentiality 保密

19.1 Any and all information provided by or on behalf of Customer shall be treated as confidential until it entered into the public domain and shall only be used by Supplier for the purpose of this Agreement.

应对客户所提供或代表客户提供的任何和所有信息予以保密直到其进入公有领域, 且仅能被供应商为本协议目的而使用。

19.2 Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier

is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Customer. Supplier shall upon demand promptly return to Customer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. Upon Customer's request, Supplier and/or its employees will sign a confidentiality agreement.

仅允许向其必须知晓的雇员或第三方披露信息, 但供应商在立即通知客户后因法院命令或法定义务要求而披露信息的除外。供应商应要求应立即将所有该等信息返还给客户, 不得保留其复制件。供应商应当将本协议的存在亦视为机密。应客户要求, 供应商或其雇员应签署单独的保密协议。

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

本条款的英文版本为唯一标准版本, 如本条款的英文版本与其他翻译版本存在不一致, 以英文版本为准。