

1 General 一般条款

1.1 These General Terms and Conditions of Sale ("Conditions") govern the offering, sale and delivery of all goods and/or services (the goods and services herein both separately and jointly referred to as: the "Goods") from or on behalf of JINLING AOC RESINS CO., LTD. ("Seller") to customer ("Customer") and apply to all similar dealings between Seller and Customer.

本通用销售条款(“条款”)适用于金陵力联思树脂有限公司(“出售方”)或代表出售方向客户(“客户”)报价、销售和交付的所有货物和/或服务(货物和服务在此无论是单独或共同均简称为“货物”),以及出售方与客户之间的其他所有类似交易。

1.2 These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer.

本条款取代双方先前关于货物销售和交付的任何和所有口头和书面的报价、交流、协议和共识。本条款应优先适用,并取代客户订单上和客户提出的任何和所有条款和条件。

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

客户将基于本条款订立合同,同意按照 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。出售方有权定期对本条款进行更新和/或修改,同时出售方应随时将上述更新或变更通知客户或将更新或修改后的本条款发给客户。修改后的条款应适用于出售方与客户之间的所有交易。

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

出售方与客户同意,以电子方式进行的沟通同样有效、可执行并具有约束力。出售方与客户之间任何的电子通讯应被认为是书面形式。

2 Quotations, orders and confirmation 报价、订单和确认

2.1 Quotations (including brochures and catalogues), made by Seller in whatever form, are not binding upon Seller and merely constitute an invitation to Customer to place an order. All quotations issued by Seller are revocable and subject to change without notice. Orders are not binding until accepted by Seller in writing ("Seller's Confirmation").

Seller is always entitled to refuse an order without indication of its reasons.

出售方的报价单(包含宣传册和产品目录),无论以何种形式,对出售方均没有约束力,仅构成对客户下订单的邀请。出售方发出的所有报价均是可以撤销和随时予以变更的而无需另行通知。除非得到出售方的书面确认(“出售方确认书”),否则订单不具有约束力。出售方有权拒绝任一订单并无须说明理由。

2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

若实际购买量在特定期限内低于原预估或计划的数量,则基于预估或计划的数量而作出的报价可予以提高。

2.3 Oral statements and agreements made by Seller's employees, officers, representatives and/or agents are not binding upon Seller unless and only to the extent that such oral statements are confirmed or made in writing by duly authorized representative(s) of Seller.

出售方雇员、管理人员、代表和/或代理人作出的口头声明和同意,对出售方没有约束力,除非上述口头声明得到出售方正式授权代表的书面确认。

2.4 Except as provided for in article 7.3, any samples supplied to Customer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose and Customer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

除非第 7.3 条另有规定,提供给客户的任何样品仅用于信息提供的目的,任何情况下都不包含任何明示或默示的条件或担保,包括质量、规格、适用于商业用途或适用于其他目的,并且客户应被视为在订购货物之前已经知晓此类事宜。

2.5 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

每次交付应视为一次独立的交易并且任何一次未交付均不影响其他交付。

3 Prices 价格

3.1 Prices and currencies of Seller's Goods are as set out in Seller's Confirmation. Unless agreed otherwise, Seller's prices include standard packaging but do not include Value Added Tax or any other similar taxes, duties or levies, or any other charges or fees levied in relation to the Goods or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Goods to Customer shall be for Customer's account and shall be added to each invoice or separately invoiced by Seller to Customer. If Seller grants a discount, this discount only relates to the delivery specifically mentioned in Seller's Confirmation.

出售方货物的价格和计价币种在出售方确认书中予以载明。除非双方另有约定,出售方的价格包含标准包装但不包含与货物交付有关的增值税或其他与货物或交付有关的类似税费(“税收”)。与

货物销售有关的向客户征收的税收数额由客户承担并列在出售方向客户开具的发票中或由出售方单独向客户开具发票。若出售方给予折扣，该折扣仅与出售方确认书的特定交付有关。

3.2 Unless the prices have been indicated as firm by Seller in Seller's Confirmation, Seller is entitled to increase the price of the Goods still to be delivered, if the cost price determining factors have been subject of an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Seller from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Seller shall notify Customer of such increase.

除非在出售方确认书中明确标明价格固定，若决定成本价格的因素发生增长，出售方有权对尚未交付的货物予以提价。以上因素包括但不限于原料和辅料、能源、出售方从第三方获得的产品、工资、薪水、社保缴费、政府收费、运输成本和保险费。出售方应将上述增长通知客户。

4 Payment 付款

4.1 Unless expressly stated otherwise in Seller's Confirmation, payment shall be made on the basis of net cash, to be received by Seller within thirty (30) days following the date of Seller's invoice for the Goods by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any Taxes and free of set-off or counterclaim.

除非出售方确认书中另有规定，付款应以净现金方式作出，且出售方应在货物发票上所载日期起30天内，在发票上标明的银行账户中收到上述付款。任何付款均不得扣除税收并免于任何抵销或反请求。

4.2 With regard to payment of the price for Goods, time is of the essence. Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing rate under applicable law per annum, but not to exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Seller with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Customer's account.

时间对货物付款至关重要。在不放弃其他权利的前提下，出售方可对任何逾期付款按12%的年利率或相关法律规定适用的年利率的1.5倍计收利息（以较高者为准），但不得超过法律允许的最高利率。上述逾期利息应自到期日起按日计算至所有未付款项付清之日止。出售方因追讨逾期付款而产生的所有成本和费用（包括但不限于律师费、专家费、法院费用和其他诉讼费用）由客户承担。

4.3 Every payment by Customer shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and

afterwards shall be deducted from the eldest outstanding claim regardless of contrary advice from Customer.

即便客户通知不同意，客户的每次付款首先都应用于支付法院费用、额外的法院费用和客户拖欠的利息，此后才能用于抵扣客户最早拖欠的货款。

4.4 Any complaint with respect to the invoice must be notified to Seller within eight (8) days after the date of invoice. Thereafter Customer shall be deemed to have approved the invoice.

任何与发票有关的异议，客户须在发票上所载之日起八（8）日内通知出售方，之后视为客户已经批准了该发票。

5 Delivery and acceptance 交付和接受

5.1 Unless expressly stated otherwise in Seller's Confirmation, all deliveries of Goods shall be Ex-Works Seller's production facility, as the term Ex-Works shall have the meaning assigned to same in the latest version of INCOTERMS published by the International Chamber of Commerce at Paris, France, at the time of Seller's Confirmation.

除非出售方确认书中另有明确规定，货物的所有交付为工厂交付（出售方生产场地），工厂交付的条款应按照出售方确认书签署时法国巴黎国际商会公布的最新版本《国际贸易术语解释通则》予以确定。

5.2 Unless expressly stated otherwise in Seller's Confirmation, any times or dates for delivery by Seller are estimates and shall not be of the essence. Seller is entitled to deliver the Goods as stated in Seller's Confirmation in parts and to invoice separately. In no event shall Seller be liable for any kind of indirect or consequential damages caused by any delay in delivery. Delay in delivery of any Goods shall not relieve Customer of its obligation to accept delivery thereof. Deviations in quantity of Goods delivered from that stated in Seller's Confirmation shall not give Customer the right not to accept the Goods. In general, a delivery tolerance of +/- 0.5% of the quantity of Goods delivered in relation to that indicated in Seller's Confirmation is possible and accepted by Customer. Especially for Goods delivered in bulk, a delivery tolerance of +/- 3% of the ordered quantity confirmed by Seller is possible and accepted by Customer. Customer shall be obliged to pay the rate specified in Seller's Confirmation for the quantity of Goods delivered.

除非出售方确认书中另有明确规定，出售方的任何交付时间和日期均为估计日期且不具关键性。出售方有权按照出售方确认书中的规定分批交货并分别开具发票。在任何情况下，出售方均不对因延迟交付而造成的任何间接或结果的损害承担责任。任何货物的延迟交付不应免除客户接收货物的义务。货物交付数量与出售方确认书约定数量的差异不赋予客户拒收货物的权利。一般而言，客户可以接受出售方确认书所示交货数量的+/- 0.5%的交货公差。特别是对于批量交付的货物，出售方确认交货公差为订购数量的+/- 3%，且为客户所接受。客户有义务按照出售方确认书中规定的价格标准支付已经交付的货物数量的价款。

6 Cancellation 解除

6.1 Customer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Seller's Confirmation shall entitle Seller to recover, in addition to any other damages caused by such action:

就客户不正当未接收货物、拒收货物、取消或否定出售方确认书的行为，出售方除有权要求客户赔偿因上述行为给出售方造成的其他任何损失之外，还有权要求客户赔偿：

a) in the case of Goods which reasonably cannot be resold by Seller to a third party, the price of such Goods; or

上述货物的价值，若出售方无法将货物合理地转售给第三方；或

b) in the case of Goods which can be resold by Seller or where an action for the price is not otherwise permitted by law, damages equal to fifty percent (50%) of the price for the Goods as liquidated damages.

相当于货物价格 50% 的损害赔偿金，若出售方可将货物转售或有关货物价格处理的行动不被法律允许。

7 Examination and conformity to specifications 检验和符合规格

7.1 On delivery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), Customer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements.

货物在交付时和搬运、使用、加工、运输、储存和销售（“使用”）期间，客户应对货物进行检验以发现交付的货物是否符合所有合同要求。

7.2 Within the limits of article 9.1 of these Conditions, complaints about the Goods shall be made in writing and must reach Seller not later than seven (7) days from the date of delivery. If no complaint has been received by Seller within such period, the Goods shall be deemed unconditionally accepted by the Customer. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods.

在本条款第 9.1 条规定的条件范围内，对货物的异议须于交付日起七（7）日内书面通知出售方；如果在上述期限内出售方未收到客户的任何异议，货物视为已经由客户无条件接受。货物的使用或加工应被视为对货物无条件的接受以及对与货物相关的所有索赔的放弃。

7.3 A determination of whether or not delivered Goods conform to the agreed specifications for the Goods as stated in Seller's Confirmation or, in the absence of agreed specifications, to the most recent specifications held by Seller at the time of delivery of the Goods (the "Specifications"), shall be done solely by analysing the samples or records retained by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller. Goods that Seller consents or directs in writing to be returned shall be returned to Seller at the risk of Customer, to the destination directed by Seller.

交付的货物是否符合出售方确认书中约定的规格，或在没有双方约定规格时是否符合出售方交付货物时其所持的最新规格（“规

格”），应仅按照出售方使用的分析方法对出售方留存的和在同批次产品中获取的样品或记录进行分析来决定。出售方同意或书面要求退回的货物应由客户承担风险负责退还至出售方指定地点。

7.4 Defects in parts of the Goods stated in Seller's Confirmation do not entitle Customer to reject the entire delivery of the Goods. Complaints, if any, do not affect Customer's obligation to pay as defined in article 4. Upon receipt of a notice of defect, Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured. 出售方确认书中确定的部分货物的缺陷不赋予客户拒收全部货物的权利。如有异议，不影响客户在第 4 条中规定的付款义务。在收到有关货物缺陷的通知后，出售方有权暂停所有货物的进一步交付直至异议被发现不成立和/或被驳回或缺陷被全部补救。

8 Transfer of risk and property 风险和所有权转移

8.1 The risk of the Goods shall pass to Customer on delivery (article 5.1).

货物的风险于交付（第 5.1 条）时转移至客户。

8.2 Goods for which delivery is suspended pending payment by Customer, as well as Goods of which delivery is wrongfully rejected or not accepted by Customer, shall be held and stored by Seller at the risk and expense of Customer.

因客户中止付款而暂停交付的货物，和被客户不正当拒绝或未接受的货物，应由出售方持有和保管但由客户承担风险和费用。

8.3 The ownership of the Goods shall not pass to Customer and full legal and beneficial ownership of the Goods shall remain with Seller unless and until Seller has received payment in full for the Goods, including all secondary costs such as interest, charges, expenses, etcetera. Customer shall cooperate in any measures necessary for the protection of Seller's title. In particular upon entering into the contract it authorises Seller to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at Customer's cost.

直至出售方收到货物的全部付款，包括所有间接费用如利息、费用、开支等，货物的所有权才转移给客户，否则货物的全部法定和受益的所有权仍由出售方拥有。客户须采取一切必要的措施配合保护出售方的所有权。特别是，通过签订合同，赋予出售方根据国家相关法律规定，按照要求的形式进行公共登记、登记账簿或进行类似记录，以形成或告知出售方的该等保留所有权，并办理相关手续，所有的费用由客户承担。

8.4 In the event of termination on the basis of article 16 of these Conditions, Seller shall, without prejudice to any other rights of Seller, be entitled to require immediate re-delivery of the Goods for which it may invoke a retention of title.

若发生按照本条款第 16 条规定的终止事宜，无损于出售方的其他任何权利，出售方在可以援引所有权保留的情况下有权要求立即取回货物。

8.5 As long as title to the Goods remains with Seller pursuant to this article 8, Customer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall:

若按照本第 8 条的规定出售方保留货物的所有权，客户仅限于在日常经营中必要时使用货物，并应尽可能：

- a) keep the Goods separate and in a clearly identifiable manner;
将货物单独放置并清晰标记识别；
- b) notify Seller immediately of any claims by third parties which may affect the Goods; and
若有第三方提出可能影响货物的任何请求时，立即通知出售方；和
- c) adequately insure the Goods.
给货物投保足够的保险。

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

客户应当进一步采取一切措施，保证出售方的所有权不受损害。

9 Limited warranty 有限保证

9.1 Seller solely warrants that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of article 7 of these Conditions, Seller may at its own option within a reasonable time either (i) repair or replace the Goods at no charge to Customer, or (ii) issue a credit for any individual Goods that fail to conform to the Specifications in the amount of the original invoice price in respect of such Goods. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or for credit of the Goods.

出售方仅保证，货物在交付之日符合规格。若根据本条款第 7 条规定确定货物不符合上述保证，出售方可在合理时间内选择 (i) 免费对货物进行修理或更换，或者 (ii) 在原发票金额中予以相应减少该单个货物价款。因此，出售方的义务仅限于对货物的修理、更换或相应减少货物价款。

9.2 However, Seller's obligation to repair, replace, or credit shall be contingent upon receipt by Seller of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods, in accordance with article 7 of these Conditions.

但出售方修理、更换货物或减少价款的义务，仅在出售方收到客户关于货物不符合规格的及时通知时产生，且在适用货物退回时，应按照本条款第 7 条处理。

9.3 The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.

上述保证是排他性的并替代任何明示、暗示、法定、约定或其他方式的保证、陈述、条件或条款，包括但不限于适用于商业用途、适用于任何目的或免于侵犯任何知识产权索赔的保证。

10 Limitation of liability 责任限制

10.1 Under no circumstances shall Seller be liable to Customer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise. Notwithstanding anything herein contained to the contrary, the liability of Seller for any and all claims for direct damages arising out of or in connection with the Goods and the Use thereof shall under no circumstances exceed the sales value of the defective batch of the relevant Goods supplied to Customer.

出售方对于客户和任何人就任何特殊的、偶然的、间接的、结果的或惩罚性的损害或损失、成本或费用不承担责任，包括但不限于丧失商誉的损失、销售或利润的损失、停工、生产失败、其他货物的损害等，无论其源自违反保证、违约、错误陈述、疏忽或其他情形。无论本条所述是否包含相反的内容，出售方就与货物及其使用有关的或产生的直接损失的所有和任何索赔责任，在任何情况下均不得超过向客户供应的相关货物的缺陷批次的销售价款。

10.2 Within the limits of article 10.1 of these Conditions, the Seller is only liable to the extent of wilful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligations are concerned.

在本条款第 10.1 规定的限制范围之内，出售方仅对因其故意或重大疏漏而对源于错误建议及相似情形或违反任何额外义务而产生的索赔负责。

11 Force majeure/Hardship 不可抗力/困境

11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

任何一方对因超出其合理控制的情形，包括但不限于天灾、法律、法令、政令、规章、立法措施、政府行为或其他行政措施、法院

命令或裁决、地震、洪水、火灾、爆炸、战争、恐怖活动、骚乱、怠工、事故、疫情、罢工、停工、萧条、劳工骚乱、劳工或原材料短缺、运输短缺或失败、工厂或主要设备的破坏、紧急修理或维护、公共设施损害或短缺、供应商或分包商的供应延迟或货物瑕疵（“不可抗力”），造成的任何义务履行的延迟、限制、扰乱或失败所导致的任何损害、损失、成本或费用不承担任何责任。

11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Seller's Confirmation. In case of an event of Force Majeure that causes the Seller to reduce the production of Goods, the Seller may allocate the remaining Goods over its customers at its discretion. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either Party is entitled to cancel the affected part of Seller's Confirmation without any liability to the other Party.

发生任何不可抗力事件时，受影响一方应及时书面通知另一方有关事件的起因以及其对出售方确认书规定义务的履行影响的程度。如因不可抗力事件造成出售方减产，出售方有权自行决定将剩余的货物分配给不同的客户。若发生任何延迟的，交付义务应相应暂停直至不可抗力的影响消除。若不可抗力事项持续或预计持续超过两（2）个月，则任何一方有权不对另一方承担任何责任而取消出售方确认书中受到影响的部分。

11.3 The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the Goods or considerably affect the activities of Seller, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, Seller shall be entitled to terminate the contract or the parts affected thereby.

如果无法预见的事件，对货物的经济效能或对货物的内容产生重大影响，或严重影响了出售方的活动，或使得合同无法继续履行，应对合同作出适当调整。如果这种调整在经济上不合理，出售方有权解除合同或宣布受影响的部分无效。

11.4 If Seller wishes to terminate the contract it shall – after having recognised the consequences of the event – immediately inform Customer; this applies even if an extension of the delivery time has been agreed before. In case of termination of the contract Seller shall be entitled to the payment of those parts of the Goods which have already been carried out. Claims for damages on the part of Customer because of such termination are excluded.

如果出售方有意解除合同，则需在意识到事件的后果后立即通知客户；即使双方之前已经同意推迟交付，同样适用。如果合同终止，出售方有权获得已经生产的货物付款。客户不得因出售方的此种终止，主张损害赔偿。

12 Modifications and information, indemnity 修改、信息和赔偿

12.1 Unless the Specifications have been agreed to be firm for a certain period or quantity of Goods, Seller reserves the right to change or modify the Specifications, construction and/or manufacture of Goods and to substitute materials used in the production and/or manufacture of Goods from time to time upon written notice. Customer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its websites by Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Seller in relation to the Specifications, the Goods and the Use thereof shall be furnished for the accommodation of Customer only.

除非双方约定规格在特定时间内或针对特定数量货物确定不变，出售方保留随时经书面通知更改或修改规格、构成和/或货物生产的权利以及随时替换货物生产和/或制造过程中所使用的材料的权利。客户认可，出售方在产品目录、规格表和其他已发布的描述性出版物或出售方网站上公布的数据可不经通知随时进行相应变动。出售方对有关规格、货物及其使用进行的任何声明、陈述、推荐、建议、提供的样品或其他信息仅作为客户参考。

12.2 Customer must utilise and solely rely on its own expertise, know-how and judgement in relation to the Goods and Customer's Use thereof and in Customer's application of any information obtained from the part of Seller for the purposes intended by Customer. Consultation provided by Seller shall not give rise to any additional obligations. Details and information provided with regard to the suitability and Use of the Goods shall not be binding and Seller does not assume any liability based on such consultations. Customer shall indemnify and hold Seller harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Customer's Use thereof and/or Customer's use or application of any information disclosed or provided by or on behalf of Seller.

就有关货物、客户对货物的使用和客户为其目的对从出售方获得的任何信息的应用，客户必须利用和独立依靠自身的专长、专有知识进行判断。出售方提供的咨询不应引起任何额外责任。出售方提供的与货物适用性和使用有关的信息和细节不具有约束力，且出售方不承担基于上述咨询而产生的任何责任。客户应对源自或有关货物、客户对货物的使用和/或客户对出售方提供的任何信息的使用或应用，补偿和保证出售方免受任何和所有损害、损失、成本、费用、请求、要求和责任。

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

13.1 Seller makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in Seller's Confirmation or in the Specifications. Customer acknowledges that the Use of the Goods may be subject to requirements or limitations under Laws and Standards. Customer shall be exclusively responsible for (i)

ensuring compliance with all Laws and Standards associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

除非在出售方确认书或规格中明确载明，出售方未承诺也未声明货物应符合任何法律、法令、政令、法规、法典或标准（“法律和标准”）。客户认可，货物的使用可能受制于法律和标准的限制和要求。客户应独自负责(i) 确保其货物预想的使用用途符合所有法律和标准；和(ii) 为上述使用获得所有必要的批准、许可或放行。

13.2 As far as a party processes personal data received from the other party, such processing shall only be done to comply with the obligations under the Agreement and such processing shall be in accordance with the applicable laws, including but not limited to Regulation (EU) 2016/679 on the protection of 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 party that provides the data may request the other party to sign a processing agreement.

就一方处理从另一方收到的个人数据而言，此类处理只能用于遵守协议规定的义务，且此类处理应符合适用法律，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”）。提供数据的一方可以要求另一方签署一份处理协议。

14 Independent contractors 独立缔约方

14.1 Seller 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.

出售方和客户系独立缔约方，在此建立的关系不得被视为委托人或代理人的关系。任何一方对第三方的销售或义务对另一方没有约束力。

15 Non-assignment 不转让

15.1 Neither party may assign any of the rights or obligations under Seller’s Confirmation without the prior written consent of the other party, provided however, that Seller 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 Seller’s assets or business relating to the Goods.

未经另一方事先书面同意，任何一方不得转让出售方确认书中的任何权利或义务。但出售方可以将其权利和义务全部和部分转让给其母公司、子公司或关联公司或取得出售方与货物有关的全部或实质资产或业务的第三方。

15.2 Seller may engage the services of a factoring company and may therefore assign, without the prior consent of Customer, its receivables under the relevant Seller’s Confirmation to a third party for factoring purposes.

出售方可使用保理商的服务，因此，无须客户事先同意，可将相关出售方确认的应收账款转让给第三方进行保理。

16 Suspension and termination 中止和终止

16.1 If (a) Customer is in default of performance of its obligations towards Seller, or (b) if Seller has reasonable doubts with respect to Customer’s performance of its obligations to Seller and Customer fails to provide to Seller adequate assurance (such as by means of ongoing credit approval) of Customer’s performance before the date of scheduled delivery and in any case within thirty (30) days of Seller’s demand for such assurance; or if Customer 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 Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Seller, Seller may by notice in writing forthwith:

若(a)客户违反对出售方义务的履行；或(b)出售方就客户履行义务存在合理怀疑并且客户在计划交付日之前或在任何情况下出售方要求提供担保的30日内未向出售方提供足够担保（诸如不间断的信用批准）；或是若客户破产、无力支付到期债务、已开始或被提起清算（除了出于重整的目的）或进入破产程序、由受托人或指定的接收人或管理人对客户的全部或实质性财产进行接管、客户就其他债权人利益达成安排或作任何转让，则在不放弃其任何其他权利的情况下，出售方可书面通知：

a) demand re-delivery and take repossession of any delivered Goods which have not been paid for, for which purpose Customer hereby grants an irrevocable right and license to Seller to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Customer; and/or

要求归还或取回尚未付款的货物，为达到以上目的，客户在此不可撤销的给予出售方进入货物放置或可能放置的所有和任何场所的权利和许可，同时保证所有有关收回货物的成本皆由客户承担；和/或

b) suspend its performance or terminate Seller’s Confirmation for outstanding delivery of Goods unless Customer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to Seller; without any intervention of courts being required and without liability for Seller of whatsoever kind arising out of or in connection with such suspension or termination.

中止或解除出售方确认书中尚未交付的货物交付履行，除非客户事先付清有关货款或提供保证支付货款的足够担保；为此无需要求法院介入，并且出售方对于关于中止或终止的事宜不承担任何责任。

16.2 In any such event of (a) and/or (b), all outstanding claims of Seller shall become due and payable instantly in proportion to the quantity of Goods delivered to Customer and not re-possessed by Seller.

若发生如 (a) 和/或 (b) 的情形, 所有出售方未到期请求应视为到期应付, 需立即对出售方交付的未取回的货物按比例支付货款。

17 Waiver 弃权

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

出售方于任何时候不执行本条款的任何条款不得被解释为出售方放弃其执行这些条款的权利, 出售方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。出售方对任何客户违约责任的放弃不视为对先前或之后违约责任的放弃。

18 Severability and conversion 可分割性和转换

18.1 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。

19 Limitation of action 诉讼限制

19.1 No action by Customer shall be brought unless Customer first provides written notice to Seller of any claim alleged to exist against Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice.

客户不得提起诉讼, 除非在得知存在任何指向出售方的索赔时首先在三十 (30) 日内书面通知出售方且该诉讼需在通知出售方后十二 (12) 个月内提起。

20 Governing law and jurisdiction 适用法律和管辖

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

由出售方确认书和/或本条款产生的任何权利和义务应受中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》的任何规定。

20.2 When the transactions and all parties involved in these Conditions are within the territory of China, any dispute arising from the sale of Goods or in connection with these General Terms and Conditions of Sales shall be submitted exclusively before the competent courts where Seller is seated, without prejudice to Seller'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, 由销售货物或本通用销售条款引起或与之相关的任何争议均应由出售方所在地有管辖权的法院排他管辖, 同时不影响如果该规定没有被写入本条款, 出售方将相关案件提交有管辖权的法院的权利, 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出异议的权利。

20.3 When any transactions or any party involved in these Conditions are outside the territory of China, any dispute arising from the sale of Goods or in connection with these General Terms and Conditions of Sales 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时, 由销售货物或本通用销售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。

21 Survival of rights 权利的存续

21.1 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, 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, 均不影响本条款终止后继续有效的本条款规定的效力。

22 Headings 标题

22.1 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。

23 Intellectual Property 知识产权

23.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/delivery of the Goods and cannot be held liable for any loss or damages in that respect.

出售方尚未核查因货物的销售和/或交付可能存在的侵犯第三方知识产权的情况，出售方不得被要求承担由此产生的任何损失或损害。

23.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation, Use of the Goods, whether singly or in combination with other materials or in any processing operation.

货物的出售不表示对与货物组成和/或应用有关的知识产权给予许可，并且客户明确承担由于货物进口、使用（无论其单独与其他材料的结合或在工艺过程中）而产生的任何知识产权侵权风险。

24 Confidentiality 保密

24.1 Any and all information provided by or on behalf of a party (the "Discloser") shall be treated as confidential and shall only be used by

party who receives such information (the "Receiver") for the purpose of this Agreement.

一方（“披露方”）提供或代表其提供的任何信息应予以保密，仅可以被收到该信息的一方（“接受方”）用于本协议目的。

24.2 Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Receiver is required to disclose the information by virtue of a court order or statutory duty, provided that the Receiver shall immediately inform the Discloser. The Receiver shall upon demand promptly return to the Discloser all such information. The Receiver shall not retain a copy thereof, except as far as it is obliged to do so in accordance with mandatory law. Parties shall treat the existence of the Agreement as confidential.

仅允许对需要获悉信息的员工或第三方披露信息，除非接受方在立即通知披露方后应法院要求或按法律义务而被要求披露信息。接受方应按要求立即向披露方返还所有上述信息，除非按法定要求有义务，否则不得保留副本。双方应对本协议的存在予以保密。

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。