

GENERAL TERMS AND CONDITIONS OF SALES

一般销售条款和条件

1. **Scope:** These General Terms and Conditions of Sales shall be applicable to all sales made by Seller and therefore the placing of all and any purchase orders shall be deemed to imply the irrevocable acceptance by Buyer of these General Terms and Conditions of Sales.

范围: 本一般销售条款和条件应适用于卖方的所有销售, 因此, 作出的所有和任何采购订单应视为买方不可撤销地接受本一般销售条款和条件。

2. **Offers:** Seller's sales offers are not binding and may be changed at any time, even if they include a period of validity. Any amendment to a sales offer made by the Buyer shall not be valid unless expressly accepted by Seller in writing. Buyer shall assume all risks and shall pay all charges applicable to cancellation or modification of any purchase order which has been accepted by Seller in writing.

要约: 卖方的销售要约无约束力并可随时变动, 即使其包含有效期。非经卖方明确书面接受, 买方对销售要约的任何修改无效。买方应承担所有风险并支付因取消或修改已由卖方书面接受的任何采购订单而适用的所有费用。

Purchase order of Buyer whether sent to Seller or via Seller's agents or brokers, shall not be considered to have been accepted unless expressly confirmed in writing by Seller. The acknowledgement of receipt of a purchase order is not considered as an acceptance of the same.

买方的采购订单, 无论是发送给卖方或通过卖方的代理商或中间人, 非经卖方明确书面确认, 不应视为已被接受。确认收悉采购订单不得被视为接受采购订单。

3. **Price and Payment:** The price and terms herein specified may be adjusted by Seller at any time by written notice from the Seller dispatched at least seven (7) days prior to the effective date of such price adjustment. Buyer shall be deemed to have consented to such adjustment unless written rejection of any price increase is given to Seller before the effective date thereof. If the price adjustment is rejected by Buyer, it will release Seller from all further obligations to deliver till such time the parties shall have agreed in writing upon an adjusted price or Seller shall have consented in writing to re-establishment of the last prevailing contract price. Such adjusted price shall be paid for all Product shipped hereunder on and after the effective date thereof unless subsequently again adjusted by Seller. Non-payment of any invoice shall be considered a fundamental breach by the Buyer entitling us to suspend any further delivery or to

consider the contract terminated immediately by reason of the Buyer's default. Late payment fees are due automatically, without the necessity of a reminder and without prejudice to any other damages, from the day following the date or the end of the period for payment indicated on the invoice or fixed in the contract. On overdue payments, interest as per the policy of Seller shall be charged from the due date till the date of actual payment.

价格和付款：此处规定的价格和条款可由卖方以书面通知形式随时进行调整，卖方应至少在价格调整生效日前七（7）天发出该通知。除非买方在价格调整生效日之前就任何提价向卖方作出书面拒绝，否则应视为其同意该等调整。若价格调整被买方拒绝，将解除卖方进一步的交付义务，直到双方就一个调整后的价格书面达成一致或卖方书面同意重新确立最终适用的合同价格。该调整后的价格应适用于在生效日及生效日后根据本协议发运的所有产品，除非卖方随后再次调整。不支付任何发票均视为买方根本性违约，我方有权据此暂停任何进一步交付或认为合同由于买方违约而立即终止。自发票所示或合同确定的付款日或付款期限终结的次日起，滞纳金自动计算，不须提醒且不影响任何其他赔偿。就逾期未付款项，应根据卖方政策自其到期日至其实际付款日止收取利息。

4. **Credit Limits and Solvency:** Credit terms fixed by Seller which are subject to change at any time by Seller in its sole discretion based on the financial position of the Buyer. If, in the judgment of Seller, the financial solvency of Buyer shall, at any time, become impaired or otherwise substantially reduced, then, in addition to any other remedy available to Seller, Seller may decline to make further deliveries except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.

信用限额和偿付能力：卖方可根据买方的财务状况自行决定随时更改其确定的信用条款。若卖方判断买方的财务清偿能力在任何时间受损或以其他方式大幅降低，则除了其可获得的其他任何救济之外，卖方可拒绝进一步交付，除非在装运前收到现金付款或对该款项的满意的担保。

5. **Delivery:** The Product shall be delivered to Buyer at the place stipulated for delivery in the written order confirmation. Any time or date stated for delivery is an estimate only and the Seller shall not be liable for failure to deliver at the specified time or on the specified date, nor shall such failure on the part of the Seller be deemed to be a breach of the contract or any of its terms and conditions or part thereof. Buyer shall not invoke any late delivery in order to cancel the sale, reject the Product or claim any compensation. Unless otherwise specifically agreed in writing between the Buyer and the Seller, risk of loss or damage to the Product shall pass from ex-works (EXW) of Seller to Buyer. In case of a dispute concerning the weight of Product delivered in bulk carload or tank car shipments, shipper's weight, certified to by sworn weigh-master, shall govern absent manifest error.

交付：产品应在书面订单确认中规定的地点交付给买方。任何规定的交付时间或日期仅为估计，且卖方不应就未能在规定的时间或规定的日期交付承担责任，卖方的此等未交付不应视为违约或违反合同的任何条款和条件或其部分。买方不得以延迟交货为由取消销售、拒绝收货或要求赔偿。除非买方和卖方另行以书面形式明确达成一致，产品损失或损毁的风险应以工厂交货方式由卖方转移至买方。如果出现关于整车装运或罐车运送的产品重量的争议，经公证度量人核实的发货人的称重，在无明显差错时有效。

6. **Export:** These General Terms and Conditions are applicable to export sales and are in addition to the terms and conditions as set out in INCOTERMS 2010 or its later version as published by the International Chamber of Commerce.

出口：本一般条款和条件适用于出口销售，并且系《国际贸易术语解释通则 2010》或国际商会出版的其后续版本所规定的条款和条件之外的附加条款。

7. **Separate Transaction:** Each shipment shall constitute a separate and independent transaction and Seller may recover the invoice amount for each such shipment without reference to any other shipment. If Buyer is in default with respect to any terms or conditions herein set forth, then, in addition to any other legal remedy available to Seller, Seller may, at its option, defer further shipments hereunder until such default is remedied, or, Seller may decline further performance.

独立交易：每次装运构成单独和独立的交易，并且卖方可收回每次该等装运的发票金额而不用提及任何其他装运。若买方违反本一般销售条款和条件规定的任何条款或条件，则卖方除了可适用任何其他法律救济外，卖方可以选择推迟本协议项下的后续发货直至该违约获得救济，或卖方可拒绝继续履约。

8. **Warranties:** Determination of the suitability of the Product supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of Buyer. Seller warrants that the Product delivered hereunder meets Sellers' specifications on the date of production. Seller makes no other express warranties; there are no implied warranties including without limitation merchantability or fitness for a particular purpose. Buyer assumes all risk and liability for all loss, damage or injury to person or property, including without limitation pollution, environmental damage and restoration liability, resulting from (i) the use of said Product in manufacturing processes or in combination with other substances, or otherwise and (ii) the handling and disposal of the Product.

保证：决定本协议项下所供应的产品对买方或他人预期的使用和应用的适用性，为买方的独立责任。卖方保证根据本协议交付的产品符合卖方生产当日的规格。卖方不作其他明示的保证；不存在默示的保证，包括但不限于适销性或为适合某特定目的的保证。买方就所

有的损失、对人身或财产的伤害或损伤，承担所有风险和责任，包括但不限于因（i）在制造过程中或与其他物质结合使用上述产品，或其他方式，及（ii）产品的处理和处置而造成的环境损害和恢复责任。

9. **Liability:** To the extent permissible by law and regardless of the nature of the claim, Seller's contractual and extra contractual liability shall be limited, at Seller's sole discretion, to the replacement or reimbursement of the price of the Product that is defective. Defective Product is the Product that does not comply with the specifications given by Seller or, if applicable, agreed between Seller and the Buyer. The failure to give written notice of claim within thirty (30) days from date of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver by Buyer of all claims in respect of such Product. In no event shall Seller be liable for special, indirect or consequential damages of any kind including without limitation Buyer's manufacturing costs, lost profits or goodwill, regardless of the form or basis of any action.

法律责任: 在法律允许的范围内且不考虑索赔性质，卖方的合同责任和额外合同责任根据卖方的自行决定应仅限于：替换缺陷产品或退还缺陷产品的价款。缺陷产品指不符合卖方提供的或卖方和买方同意的（如适用）规格的产品。买方自交付之日或确定的交付日期（视情况而定）起三十（30）天内未发出书面索赔通知的，构成买方对该产品所有索赔的放弃。在任何情况下，卖方对任何种类的特殊的、非直接的或间接的伤害不承担责任，包括但不限于买方的制造成本、利润损失或商誉，不论以何种形式提起诉讼，也不论以何种依据提起诉讼。

10. **Transfer of Title:** The risks in the Product shall pass to Buyer as provided in clause 5 herein; no title in the Product shall pass from Seller to Buyer until Seller has received payment in full for such Product and all additional debts and charges owing to Seller in respect of this transaction between the parties. The Buyer acknowledges that until title in and to the Product passes to the Buyer, the Buyer holds the Product as bailee of the Seller, provided however that this does not prevent the Buyer from mixing or using the Product in the usual course of the Buyer's business. If payment for the Product is not received by Seller, Seller has the right to take the possession of the Product from Buyer. If Product has been used by the Buyer, Seller has the right to claim sale consideration from the Buyer for the Product along with interest.

权利转移: 产品风险依照本一般销售条款和条件第 5 条的规定转移给买方；在卖方收到对该产品的全额付款以及双方本次交易中应付给卖方的所有额外债务和费用前，产品的所有权不得从卖方转移至买方。买方认可在产品的所有权转移至买方前，其作为卖方的受托人持有产品，但前述规定不妨碍买方在其正常业务过程中混合或使用产品。若卖方未收到产品付款，则其有权从买方处取得产品的占有权。若产品已被买方使用，卖方有权向买方索要产品的销售对价及利息。

11. **Return of Containers:** All returnable containers used in making deliveries hereunder are Seller's property and shall be used by Buyer only for proper storage of Seller's Product originally delivered therein. Buyer shall make a deposit as security for the return of such containers, equal to Seller's current deposit charge as mentioned in the invoice at the time of shipment. Such deposit shall be paid, without discount, when the invoice for the Product is paid. Buyer shall return such containers at its own expenses to Seller's shipping point within two months from the date of original shipment, whereupon Buyer shall be credited with the amount of the deposit. If Buyer fails to return the containers in good condition and within the time specified, Seller may refuse to accept the same and may retain said deposit in addition to any other rights and remedies available to Seller.

集装箱的归还: 用于交货的可归还的集装箱为卖方财产, 买方仅可就适当储存最初交付的卖方产品的目的使用该集装箱。买方应付押金作为归还该集装箱的担保, 其金额应等值于发货时发票中所提及的卖方当前押金的费用。该押金应在支付产品发票时支付, 并无折扣。买方应在初始发货日期起的两个月内, 自费将该集装箱归还至卖方装运点, 届时押金金额应支付至买方账户。若买方未能在规定的时间内完好无损地归还集装箱, 除卖方可适用的任何其他权利和救济外, 卖方可拒绝接受集装箱并保留上述押金。

12. **Taxes:** Buyer shall reimburse Seller all taxes, increases in or new taxes, excises or other charges which Seller may be required to pay to any governmental authority (national, state, provincial or local) upon, or measured by, the sale, production, transportation or use of any Product sold hereunder. Seller may at its option add to the price of Product sold hereunder the amount of any increase in transportation charges for shipments to Buyer, provided that such transportation charges are payable by Seller hereunder.

税收: 买方应向卖方偿还所有税收、增加的税收或新增的税收、消费税或卖方被要求向任何(国家、州、省或当地)政府主管机关缴纳的、以本协议项下所售任何产品的销售、生产、运输或使用为依据或以之计算的其他费用。卖方可选择将装运至买方的增加的运输费用加入到本协议项下售出的产品价款内, 前提是该增加的运输费用由卖方支付。

13. **Force Majeure:** Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle Seller, as appropriate, to terminate, reduce or suspend performance and Buyer is not entitled to claim damages during the period of force majeure. The terms "force majeure" and "circumstances" are deemed to refer to any cause, event or circumstance beyond Seller's reasonable control, in particular but not limited to war, mobilization, strike or lock-out, riot, labour dispute, machinery breakdown or factory stoppage, explosion, fire, natural disaster, flooding, restriction or blockage in transport means, difficulties in sourcing for raw materials or

power, and any kind of intervention by the public authorities. If such events of force majeure and circumstances continue for a period of ten days or more, Seller is entitled to terminate the contract immediately upon notice. Force majeure does not give any protection to Buyer from making payment for any Product supplied by Seller to Buyer.

不可抗力: 不可抗力事件, 一般而言, 包括可能妨碍、减少或延迟生产或发运的所有情况, 应授予卖方酌情终止、减少或暂停履约的权利, 并且, 买方在不可抗力期间无权索赔。术语“不可抗力”和“情况”指的是任何超出卖方合理控制的原因、事件或情况, 尤其但不限于战争、动员、罢工、停工、暴动、劳动争议、机械故障或工厂停产、爆炸、火灾、自然灾害、洪水、交通工具的限制或堵塞、获得原材料或电力的困难和政府当局任何种类的干预。如此等不可抗力事件和情况持续超过十天期限或更长, 卖方有权发出通知立即终止合同。不可抗力不能免除买方就卖方已向其供应的产品的任何付款。

14. **Entire Agreement:** Unless stated otherwise herein, these General Terms and Conditions constitute the entire agreement between Seller and Buyer with respect to the subject matter, and there are no other understandings, representations or warranties of any kind, whether express or implied. No modification hereunder shall be of any force or effect unless such modification is in writing and signed by Seller and Buyer.

完整协议: 除非本一般条款和条件另有规定, 本一般条款和条件构成卖方和买方之间就主题事项的完整协议, 并且不存在其他任何种类的谅解、陈述或保证, 无论明示的或默示的。任何修改应以书面形式作出且由卖方和买方签署, 否则, 对本一般条款和条件的修改没有任何效力。

15. **Assignment:** These General Terms and Conditions shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but shall not be assigned or otherwise transferred, in whole or in part, by Buyer without the prior written consent of Seller.

转让: 本一般条款和条件对协议双方各自的继任者和受让人有约束力并及于他们各自的利益, 但买方在未取得卖方事先书面同意的情况下, 不得全部或部分转让或以其他方式让渡本协议。

16. **Waiver:** No waiver of any right under these General Terms and Conditions shall be deemed effective unless the same is set forth in writing signed by the seller, and no waiver of any right of these General Terms and Conditions shall be deemed to be a waiver of any such right or any other rights hereunder, in the future. No waiver of any breach of these General Terms and Conditions will be treated as a waiver of any subsequent breach of these General Terms and Conditions.

放弃：除非对本一般条款和条件项下的任何权利的放弃以书面形式作出并经卖方签署，否则该放弃不发生效力，并且，对本一般条款和条件项下任何权利的放弃不得视为在将来对任何该等权利或本一般条款和条件项下的任何其他权利的放弃。对本一般条款和条件的违约的豁免不得视为对其任何后续违约的豁免。

17. **Law/ Jurisdiction:** Unless otherwise agreed between the parties, the Buyer and Seller agree that any sale pursuant to these General Terms and Conditions shall be deemed to have been made and executed in the location of the Seller where the Registered office / Corporate Office of Seller is situated and that this contract and any disputes hereunder shall be governed, interpreted and construed in accordance with the laws of the Country where Seller's Registered office / Corporate Office is situated, without regard to conflict-of laws, rules or principles. Any dispute arising under these General Terms and Conditions shall be exclusively submitted to the court having competent jurisdiction where Seller's Registered office / Corporate Office is situated.

法律/管辖：除非双方另行协商一致，买方和卖方同意，依照本一般条款和条件的任何销售均视为在卖方注册办公室/公司总部所在地的卖方所在地作出并签署，并且，此合同及在其项下的任何争议应受卖方注册办公室/公司总部所在地国的法律管辖并据其解释，不考虑冲突法律、规则和原则。本一般条款和条件项下产生的任何争议应排他性地提交给卖方注册办公室/公司总部所在地具有司法管辖权的法院解决。

18. **Severability:** In the event any provision of these General Terms and Conditions is declared invalid or unenforceable, the remaining provisions will continue to apply and will retain their validity and significance. In such case(s) the parties will, to the extent possible, replace in good faith the invalid and/or unenforceable provision(s) with valid provision(s) which legally and economically are the closest to the desired purpose and intent of such invalid and/or unenforceable provision(s).

可分割性：如果本一般条款和条件的任何规定被宣布为无效或不可执行，其余条款将继续适用并保持其有效性和重要性。在此情况下，双方将尽可能诚信地以法律上和经济上接近该无效和/或不可执行条款预期目的和意图的有效条款将之替代。

19. **Export Control:** Buyer represents, warrants and covenants that it has complied, and shall continue to comply, with all applicable Export Compliance Laws and Regulations and therefore undertakes to hold Seller harmless of any consequences arising from its breach.

Seller shall be entitled, without incurring any liability and/or penalty, to terminate the purchase order with immediate effect if the Buyer becomes in any way sanctioned, restricted or prohibited by Export Compliance Laws and Regulations.

For the purpose of these clauses, “Export Compliance Laws and Regulations” shall mean any economic sanctions, prohibitions, conventions, treaties and/or import or export restrictions imposed by the United Nations (U.N.), the United States (U.S.), the European Union (E.U.) and by any applicable country laws. This includes, but is not limited to import and export restrictions related to Military and Dual-Use items and Technologies, chemical precursors (drugs and explosives), dangerous chemicals and pesticides, substances that deplete the ozone layer.

出口控制： 买方陈述、保证及承诺其已遵守并应继续遵守所有适用的出口合规法律法规，并因此保证使卖方免受因买方违法引起的任何后果的损害。

当买方受到出口合规法律法规下任何形式的制裁、限制或禁止时，卖方应有权立即终止采购订单而不承担任何责任和/或处罚。

为本条款之目的，“出口合规法律法规”应指由联合国、美国、欧盟以及任何适用的国家法律施加的任何经济制裁、禁令、公约、条约和/或进出口限制，包括但不限于涉及军事和两用物项和技术、化学前体（药品和爆炸物）、危险化学品和农药、消耗臭氧层的物质的进出口限制。