

**General Terms and Conditions of Sale of  
LEHVOSS (Shanghai) Chemicals Trading Co., Ltd.**  
雷孚斯（上海）化工贸易有限公司  
销售通用条款和条件

**1. Exclusive Application**  
排他适用

1.1 These terms and conditions as set out below (“GTC”) shall be valid from May 11, 2020 and shall apply to the sales of products (“Goods”) by LEHVOSS (Shanghai) Chemicals Trading Co., Ltd. (“Seller”) to the buyer of the Goods (“Buyer”). These GTC shall replace all previous general terms and conditions before May 11, 2020 between Buyer and Seller.

下述条款和条件（“通用条款和条件”）自 2020 年 5 月 11 日起生效，适用于雷孚斯（上海）化工贸易有限公司（“卖方”）向买方（“买方”）销售的产品（“货物”）。该等通用条款和条件应取代买卖双方于 2020 年 5 月 11 日之前达成的所有通用条款和条件。

1.2 Seller and Buyer are hereinafter jointly referred to as "Parties" and individually referred to as "Party".

卖方和买方以下合称“双方”，单称“一方”。

1.3 The “Written” form (also referred to as “in Writing”) hereunder shall refer to signed or chopped hard copies as well as emails only. SMS, WeChat or What’s App and other instant messengers are expressly excluded from the Written form.

本通用条款和条件下的书面形式（“书面形式”或“书面”）应仅指经签字或盖章的打印件以及电子邮件。书面形式明确排除短信、微信或 What's App 以及其他即时通讯工具。

1.4 These GTC shall apply for all future contracts and agreements about the sales of Goods, without specific reference thereto by the Buyer or Seller, unless expressly agreed otherwise in Writing between the Buyer and the Seller or replaced by a newer version of general terms and conditions by the Seller.

除非买方和卖方另以书面形式明确约定或以卖方新的通用条款和条件版本替代，否则该等通用条款和条件应适用于所有未来关于货物销售的合同和协议，而无需买方或卖方明确提及引用。

1.5 The GTC shall supersede any other terms appearing in the catalogues of Seller (or any other LEHVOSS Group Companies), Seller’s website or elsewhere in the communication between Seller and Buyer and shall override and exclude any other terms stipulated or incorporated or referred to by Buyer with regard to the sales of Goods, whether in an Order as defined in clause 2.1 below, in any negotiations or in any course of dealing established between Seller and Buyer, except as specifically agreed by Seller in Written form by expressly excluding the application of this clause. Any terms and conditions proposed by Buyer shall only apply if

Seller has expressly agreed upon in Writing. Buyer acknowledges that there are no representations or warranties regarding the sales of Goods outside these GTC, which have induced him to accept these GTC. Except for terms expressly agreed by Seller pursuant to this clause, the respective Sales Contracts as defined in clause 2.1 and these GTC constitute the entire understanding between the Parties for the sale of the Goods and shall apply to the entire business relationship between the Parties including to all present and future Sales Contracts (as defined in clause 2.1), unless replaced by Seller with a newer version of general terms and conditions. Neither Party shall be bound by nor liable to the other Party for any representation, warranty, promise or inducement made by that other Party or any agent or person in that other Party's employment and not embodied in these GTC or the Sales Contract, unless such other terms are expressly agreed upon pursuant to these GTC or the Sales Contract in Writing.

除非卖方以书面形式明确同意不适用本款，否则该等通用条款和条件应取代卖方（或任何其他雷孚斯集团公司）商品目录、卖方网站或卖方与买方其他沟通中出现的任何其他条款，并应优先于和排除买方规定的、纳入的或提及的任何其他与货物销售相关的条款，无论该等其他条款是否出现在下文第 2.1 款定义的订单或买卖双方任何谈判或任何交易习惯之中。仅当买方拟定的任何条款和条件经卖方明确书面同意后方可适用。买方承认，除该等通用条款和条件外，不存在其他与货物销售相关的诱使买方接受该等通用条款和条件的声明或保证。除卖方根据本款明确约定的条款外，第 2.1 款定义的相应的销售合同及该等通用条款和条件构成双方就货物销售达成的完整理解，并应适用于双方的全部业务关系，包括适用于所有现有和未来的销售合同（定义见第 2.1 款），除非卖方以通用条款和条件的新版本予以替代。任何一方均不受制于另一方或另一方任何代理人或雇佣人员作出但未在该等通用条款和条件或销售合同中体现的任何声明、保证、承诺或诱导，亦无需就任何该等声明、保证、承诺或诱导对另一方负责，除非双方根据该等通用条款和条件或销售合同的规定以书面形式明确同意该等其他条款。

- 1.6 Seller shall have the right to change or invalidate for future agreements these GTC one sided by informing the Buyer in Writing. New general terms and conditions shall come into force, if the Buyer does not object to the new general terms and conditions within two weeks upon arrival and replace these GTC from the date of validity for future agreements.

卖方有权向买方发出书面通知，以单方面变更该等通用条款和条件，或使该等通用条款和条件对未来协议无效。如果买方未在收到新的通用条款和条件后两周内提出异议，则新的通用条款和条件将生效，并自生效日期起取代该等通用条款和条件且对未来协议发生效力。

## **2. Order Confirmation**

### **订单确认**

- 2.1 Either Seller shall send a Written offer ("Offer") for Goods to Buyer or Buyer shall send an order of Goods ("Order") to Seller. Upon Buyer receiving a Written confirmation of its Order ("Order Confirmation") or Seller receiving an acceptance of its Offer by Buyer ("Acceptance"), the Parties are deemed to have concluded a binding sales contract ("Sales Contract") for the

Goods with the content of the accepted Order Confirmation or Offer governed by these GTC. Changes of Buyer to an Offer shall be invalid.

卖方应向买方发送一份书面的货物要约（“要约”），或买方向卖方发送一份货物订单（“订单”）。在买方收到对其订单的确认（“订单确认”）或卖方收到买方对其要约的承诺（“承诺”）后，视为双方已缔结有约束力的货物销售合同（“销售合同”），且销售合同以该等通用条款和条件规定的已接受的订单确认或要约的内容为准。买方对要约作出的变更无效。

- 2.2 An Order Confirmation or an Offer shall only be valid in Writing. Otherwise, no Sales Contract shall be deemed to be concluded, except Seller delivers the Goods as orally or otherwise offered or confirmed to Buyer. However, Seller may at its discretion accept an Order or an Acceptance of an Offer in any form including Buyer paying the price as stated in the Offer with the result that a Sales Contract is deemed to be concluded.

订单确认或要约应以书面形式作出方为有效。除非卖方向买方交付经口头或其他方式提出或确认的货物，否则不视为双方已订立销售合同。但是，卖方可自行决定接受任何形式的订单或对要约的承诺，包括买方按照要约中所述的价格付款，此时可认为双方已缔结销售合同。

### **3. Invitation to Treat** **要约邀请**

- 3.1 Seller's catalogues, advertisements, quotations or any price lists are not binding, unless explicitly agreed otherwise in Writing.

除非另以书面形式明确同意，否则卖方的商品目录、广告、报价或任何价目表均无约束力。

- 3.2 All descriptions and illustrations contained in the catalogues, advertisements (including on websites), quotations or price lists of Seller or otherwise communicated by Seller to Buyer or samples of Goods provided to, exhibited or inspected by Buyer are intended merely to present a general description of the Goods and nothing contained in any of them shall form any part of the Sales Contracts nor shall it constitute a sale by sample.

卖方的商品目录、广告（包括网站上的广告）、报价或价目表中包含的或卖方以其他方式向买方传递的所有描述和插图，或卖方向买方提供或展示或经买方查看的货物样品，均仅旨在提供货物的总体描述，其中包含的任何内容均不构成销售合同的任何部分，亦不构成凭样品销售。

### **4. Price Adjustments and Changes to GTC** **价格调整及通用条款和条件变更**

- 4.1 Prices for Goods (“Price”) are exclusive of VAT and/or other taxes or duties and calculated FCA (Incoterms 2020).

货物价格（“价格”）不包括增值税和/或其他税款或关税，并基于 FCA（2020 年国际贸易术语解释通则）计算。

- 4.2 If Seller informs Buyer about new terms and conditions altering these GTC, increase or decrease of Prices or any other changes (“Changes”) to the Sales Contracts under which the delivery of Goods has not been due, such Changes shall apply to such Sales Contracts with immediate effect, unless Buyer objects within five (5) working days. However, all Changes shall be reasonable and any Price Changes to Sales Contracts which are already concluded, shall be limited to a maximum of five (5) %, except that Seller requires Price Changes which are justified due to alterations in rates of exchange, variations in costs of materials, sub-suppliers’ price increase, changes in wages, state requisitions or similar conditions over which Seller has no or only limited control. In case Buyer objects Price Changes within five (5) working days, Seller shall be entitled to rescind from the Sales Contracts under which the delivery of Goods has not been due.

对于尚未到期交货的销售合同，如果卖方向买方通知变更该等通用条款和条件的新的条款和条件、提高或降低价格、或对销售合同作出任何其他变更（“价格变更”），则除非买方在五（5）个工作日内提出异议，否则该等变更应立即适用于该等销售合同。但是，所有变更均应合理，且对已订立销售合同作出的任何价格变更最高不得超过百分之五（5%），但卖方因汇率波动、材料成本变动、次级供应商价格上涨、工资变动、国家征用或卖方无法控制或仅能有限控制的类似条件而合理要求的价格变更除外。如果买方在五（5）个工作日内对价格变更提出异议，则卖方有权解除尚未到期交货的销售合同。

## 5. Delivery 交付

- 5.1 The agreed Goods delivery times and dates are always considered to be approximate, if no fixed date (“Fixed Delivery Date”) is expressly agreed in Writing between the Parties.

如果双方未以书面形式明确约定固定日期（“固定交货日期”），则约定的货物交付时间和日期应始终被视为是大致估算的时间和日期。

- 5.2 FCA Seller’s warehouse (Incoterms 2020) shall apply to the delivery of Goods, unless otherwise stipulated in the Sales Contracts or expressly agreed otherwise in Writing by the Parties.

除非销售合同中另有规定或双方另以书面形式明确约定，否则货物交付适用 FCA（卖方仓库）（2020 年国际贸易术语解释通则）规则。

- 5.3 **SELLER SHALL IN ANY CASE ONLY BE LIABLE FOR LATE DELIVERY OF GOODS, IF SUCH LATE DELIVERY IS CAUSED DIRECTLY THROUGH A WILLFUL OR GROSSLY NEGLIGENT ACT OF SELLER. SELLER SHALL NOT BE LIABLE FOR NON-DELIVERY OF GOODS IF SELLER IS ENTITLED TO RESCIND**

**FROM A SALES CONTRACT OR THE RISK OF ACCIDENTAL LOSS HAS PASSED ONTO BUYER AND BUYER DID NOT RECEIVE THE GOODS.**

在任何情况下，卖方仅应对直接因其故意或重大过失行为造成的延迟交货负责。如果卖方有权解除销售合同，或货物意外损失风险已转移至买方而买方未收货物，则卖方无需对未交货承担责任。

- 5.4 If delivery is delayed due to the Buyer's reason, including but not limited to Buyer's or Buyer's agent failure to pick up the Goods on a Fixed Delivery Date or the moment Buyer is considered late according to the delivery times agreed in the Sales Contract, the risk of accidental loss or damage of the Goods shall pass to the Buyer once the Fixed Delivery Date or agreed delivery times has passed. In case Buyer fails to pick up the Goods within three (3) working days after any Fixed Delivery Date or agreed delivery time, Seller shall have the right to charge storage costs for the storage of the Goods at average market rates from the Fixed Delivery Date or agreed delivery time onwards.

如因买方的原因延迟交货，包括但不限于买方或买方代理人未在固定交货日期提货，或根据销售合同约定的交货时间买方被视为延迟提货，则一旦固定交货日期或约定交货时间过去，即视为货物意外损失或损坏的风险转移至买方。如果买方未在任何固定交货日期或约定交货时间后三（3）个工作日内提货，则卖方有权自固定交货日期或约定交货时间起按平均市场费率收取存储货物的仓储费用。

- 5.5 Delivery shall take place according to Incoterms as agreed in the Sales Contract or in these GTC.

双方应按照销售合同或该等通用条款和条件中约定的国际贸易术语进行交付。

- 5.6 The place of fulfillment for Seller's delivery obligation shall always be the place of dispatch. For the avoidance of doubt, the term "dispatch" shall mean completion of loading by Seller or when Seller hands over the Goods to Buyer or Buyer's appointed third party for loading.

卖方履行其交货义务的地点应始终为发货地点。为免生疑义，“发货”指卖方完成装载或卖方将货物移交给买方或买方指定装载的第三方。

- 5.7 Packing and delivery costs as well as transportation costs shall be invoiced included in the Prices to Buyer by Seller. In case Buyer requires special packaging or delivery modes and Seller agrees to such, Seller shall be entitled to increase the Price accordingly or invoice separately upon Seller's discretion.

卖方应对包含在价格内的包装、交货费用和运输费用向买方开具发票。如果买方要求特殊的包装或交货方式并且经卖方同意的，则卖方有权酌情提高价格或另行开具发票。

- 5.8 Seller shall have the right to deliver Goods in partial deliveries.

卖方有权分批交付货物。

**6. Price and Payment conditions**

**价格和付款条件**

6.1 Prices are exclusive of any taxes, cost of documents and other charges, whether of a general or of a special nature, which shall be charged to Buyer, unless otherwise explicitly indicated in these GTC or in respective Sales Contract.

价格不包括应向买方收取的任何税款、文件成本和其他任何普遍性或特殊性的费用，但该等通用条款和条件或相应销售合同中另有明确规定除外。

6.2 Commercial invoices issued by Seller are payable by Buyer immediately after the date of the invoice and shall become overdue ten (10) calendar days after the date of the invoice, unless explicitly agreed otherwise in Writing. Seller shall issue VAT invoice (“Fapiao”) to Buyer after payment arrives in Seller’s account. If the payment becomes overdue, Buyer shall, pay Seller interest (“Interest”) at a daily rate of 0.05% of the overdue amount in respect of the period commencing from the due date to the date of receipt of full payment. All Interest shall become payable at once Seller claims the same and under no circumstances shall Buyer withhold any amount of Interests or payment because of dispute claim of any nature.

除非双方另以书面形式明确约定，卖方开具商业发票后，买方应及时付款，发票日期后十（10）个日历日为付款期限。卖方账户收到相关付款后，卖方应向买方开具增值税发票（“发票”）。如款项逾期，则买方应按照 0.05% 的日利率向卖方支付逾期金额自到期日至卖方收到全额付款日期之间的利息（“利息”）。所有利息均应于卖方要求时立即支付，且任何情况下买方均不得为任何性质的争议主张扣留任何金额的利息或款项。

## 7. **Warranty and Liability** 保证和责任

7.1 Seller warrants that the Goods comply with the standard specifications set out in the Sales Contract (“Conforming Goods”).

卖方保证，其生产的货物符合销售合同中规定的标准规格（“合格货物”）。

7.2 **BUYER SHALL EXAMINE THE GOODS WITHIN TWO (2) WORKING DAYS AFTER DELIVERY FOR ANY LOSS, DEVIATIONS IN QUANTITY, OBVIOUS DAMAGE OR INCORRECT DELIVERIES AND GIVE NOTICE TO SELLER WITHIN TWO (2) WORKING DAYS UPON DISCOVERY. IF BUYER DOES NOT CLAIM LOSS, DEVIATIONS IN QUANTITY, OBVIOUS DAMAGE OR INCORRECT DELIVERIES WITHIN TWO (2) WORKING DAYS AFTER DELIVERY OR WITHIN TWO (2) WORKING DAYS UPON DISCOVERY, THE GOODS ARE DEEMED AS DELIVERED IN CORRECT QUANTITY, QUALITY AND AS CONFORMING GOODS. FOR ANY HIDDEN DEFECTS, BUYER SHALL EXAMINE THE GOODS WITHIN SIX (6) MONTHS AFTER DELIVERY AND GIVE NOTICE TO SELLER OF ANY NON-CONTRACTUAL QUALITY WITHIN TWO (2) WORKING DAYS UPON DISCOVERY; IN CASE BUYER DOES NOT CLAIM HIDDEN DEFECTS WITHIN SIX (6) MONTHS AFTER DELIVERY OR WITHIN TWO (2) WORKING DAYS UPON DISCOVERY, THE GOODS SHALL BE DEEMED AS CONFORMING GOODS.**

买方应在交货后两（2）个工作日内检查货物是否有任何损失、数量偏差、明显损坏或错误交付，并在发现后两（2）个工作日内通知卖方。如果买方未在交货后两（2）个工作日内或发现后两（2）个工作日内主张货物损失、数量偏差、明显损坏或错误交付，则该等货物应被视为已按正确的数量和质量交付，并为合格货物。对于任何隐蔽的瑕疵，买方应在交货后六（6）个月内检查货物，并在发现任何不符合约定的质量后两（2）个工作日内通知卖方；如果买方未在交货后六（6）个月内或发现后两（2）个工作日内主张隐蔽的瑕疵，则该等货物应被视为合格货物。

- 7.3 Seller may deliver against a Sales Contract an excess or deficiency of up to 10% of weight or volume ordered, which shall be considered as contractual, i.e. Conforming Goods, and the quantity actually delivered will be stated in the invoice and charged.

卖方可根据销售合同交付重量或体积偏离订单±10%以内的货物，此种情况被视为符合合同约定，即该等货物被视为合格货物，卖方将在发票中注明实际交付的数量并收费。

- 7.4 If Buyer can prove any of the Goods to be defective, including goods which are not Conforming Goods or are defective in the definition of the Product Quality Law of the PRC, (“Not Conforming Goods”), Seller shall, at its discretion, either rectify or replace the Not Conforming part of the Goods (the replaced part or the replaced Goods shall become the property of Seller) at the place of fulfillment and in the condition originally specified or Seller shall, upon Sellers discretion instead of rectification or replacement, refund Buyer with a corresponding proportion of the original invoice price, and upon refund shall not be under any other liability in respect of either the original or any replaced Goods and in any case Seller may decide - at Seller’s own discretion - to take back the Not Conforming Goods. If Seller decides not to take back Not Conforming Goods Buyer shall properly and safely dispose of the Not Conforming Goods in accordance with any applicable laws and regulations at Buyer’s own costs. **SELLER SHALL BE UNDER NO LIABILITY IN RESPECT TO ALLEGED NOT CONFORMING GOODS, IF BUYER DOES NOT PROVIDE WRITTEN NOTICE AND DETAILS OF THE NOT CONFORMING GOODS TO SELLER, BUYER DOES NOT GIVE SELLER’S REPRESENTATIVE ADEQUATE OPPORTUNITY TO INSPECT THE GOODS NOR DOES BUYER EXTRACT SAMPLES FOR ANALYSIS BY SELLER OR BUYER HAS NOT USED, KEPT, MAINTAINED OR DEALT WITH THE GOODS PROPERLY NOR HAS BUYER FORTHWITH CEASED PROCESSING THE GOODS.**

如果买方能够证明任何货物存在缺陷，包括货物并非合格或为《中国产品质量法》定义下的缺陷货物（“不合格货物”），则卖方应自行决定在履行地点按照最初规定的条件纠正或替换货物的不合格部分（被替换的部分或被替换的货物应归卖方所有），或自行决定按照原发票价格的相应比例向买方退款，而非纠正或替换，退款后，卖方无需就原货物或任何被替换的货物承担任何其他责任，在任何情况下，卖方均可自行决定收回不合格货物。如果卖方决定不收回不合格货物，则买方应自担费用根据任何适用法律和法规妥善安全地处置不合格货物。如果买方未向卖方提供书面通知和不合格货物的详细信息，买方未向卖方代表提供足够的检查货物的机会，买方未提取样本供

卖方分析，买方未正确使用、保存、维护或处理货物，或买方未立即停止处理货物，则卖方无需就被主张的不合格货物承担任何责任。

**7.5 THE SELLER SHALL NOT BE LIABLE FOR ANY KIND OF DAMAGE CAUSED BY THE GOODS. IN PARTICULAR THE SELLER SHALL NOT BE LIABLE FOR DAMAGE RESULTING FROM THE VIOLATION OF CONTRACTUAL OBLIGATIONS. THIS ALSO INCLUDES ANY LIABILITY OF SELLER FOR RECOMMENDATIONS, CONSULTATION AND/OR ADVICE.**

卖方对货物造成的任何形式损害均不承担任何责任。特别是，卖方不对因违反合同义务而造成的损害负责，包括卖方任何提供建议、咨询和/或意见的责任。

**THE ABOVE EXCLUSIONS OF LIABILITY SHALL NOT APPLY:**

上述责任除外规定不适用于：

- **IN CASE OF INTENT OR GROSS NEGLIGENCE OF ONE OF SELLER'S DIRECTORS/OFFICERS OR EMPLOYEES;**  
卖方任何董事/高级职员或雇员存在故意或重大过失的情况；
- **IN CASE OF INTENT OR GROSS NEGLIGENCE OF ANY PERSON REPRESENTING SELLER BY LAW OR OF ANY PERSON USED BY SELLER IN PERFORMING AN OBLIGATION OF SELLER;**  
依法代表卖方的任何人或卖方使用的履行卖方义务的任何人存在故意或重大过失的情况；
- **IN CASE LIFE, BODY OR HEALTH OF A PERSON HAVE BEEN INJURED.**  
任何人的生命、身体或健康受到伤害的情况。

**7.6 IN ANY EVENT SELLER'S LIABILITY SHALL BE LIMITED TO 1,000,000 RMB OR FIVE (5) TIMES THE AMOUNT INVOICED UNDER THE RESPECTIVE SALES CONTRACT, WHICHEVER IS LOWER. THIS LIABILITY RESTRICTION AS TO AMOUNT DOES NOT APPLY:**

在任何情况下，卖方的责任均应限于 1,000,000 元人民币或相应销售合同项下开具发票金额的五（5）倍，以较低者为准。此责任金额限制不适用于：

- **IN CASE OF INTENT OR GROSS NEGLIGENCE OF ONE OF SELLER'S DIRECTORS/OFFICERS OR EMPLOYEES;**  
卖方任何董事/高级职员或雇员存在故意或重大过失的情况；
- **IN CASE OF INTENT OR GROSS NEGLIGENCE OF ANY PERSON REPRESENTING SELLER BY LAW OR OF ANY PERSON USED BY SELLER IN PERFORMING AN OBLIGATION OF SELLER;**  
依法代表卖方的任何人或卖方使用的履行卖方义务的任何人存在故意或重大过失的情况；
- **IN CASE LIFE, BODY OR HEALTH OF A PERSON HAVE BEEN INJURED.**  
任何人的生命、身体或健康受到伤害的情况。

**7.7 DAMAGE CLAIMS AGAINST THE SELLER ARE LIMITED TO THE LOSSES FORESEEABLE BY SELLER AT THE TIME OF THE ENTERING INTO THE SALES**



**CONTRACT. IN THIS REGARD SELLER'S LIABILITY SHALL BE EXCLUDED, IN PARTICULAR, FOR LOSSES THAT ARE EXCLUSIVELY ALLOCATED TO THE RISKS BORNE BY THE BUYER. SELLER SHALL IN NO CASE BE LIABLE FOR CONSEQUENTIAL LOSS, WHICH SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF GOODWILL OR LIKE LOSS.**

针对卖方提出的损害赔偿请求仅限于卖方在签订销售合同时可预见的损失。卖方无需就仅可归于买方所承担风险的损失承担责任。在任何情况下，卖方均不对间接损失负责，包括但不限于利润损失、生产损失、业务损失、商誉损失或类似损失。

- 7.8 THESE GTC SET OUT THE ENTIRE LIABILITY OF SELLER IN RESPECT OF THE GOODS, AND THE LIABILITY OF SELLER UNDER THESE GTC SHALL BE IN LIEU AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, CONDITIONS AND TERMS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF QUALITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE GOODS OR OTHERWISE HOWSOEVER, ALL LIABILITY IN RESPECTIVE OF WHICH, HOWSOEVER ARISING, IS EXPRESSLY EXCLUDED EXCEPT ANY STIPULATION BY LAW OR STATUTE THAT CANNOT BE EXCLUDED ACCORDING TO MANDATORY LAW OR STATUTE.**

该等通用条款和条件列明了卖方就货物承担的全部责任，该等通用条款和条件项下规定的卖方责任应替代并排除所有明示或暗示的、法定或其他有关货物质量或货物特定用途的适用性的保证、条件和条款或者所有其他无论何种程度的、如何引发的、已明确排除的责任，但根据强制性法律或法规不得排除者除外。

- 7.9 SHOULD ANY THIRD PARTY SUFFER PERSONAL INJURY OR PROPERTY DAMAGE DUE TO GOODS AND CLAIM SUCH DAMAGE FROM SELLER, BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY CLAIMS OF SUCH THIRD PARTY AND COMPENSATE SELLER FOR ANY DAMAGE BASED ON SUCH CLAIMS OF A THIRD PARTY, INCLUDING BUT NOT LIMITED LEGAL COSTS, REPARATION OF REPUTATION, UNLESS SUCH DAMAGE WAS NOT THE FAULT OF BUYER.**

如果任何第三方因货物遭受人身伤害或财产损失并向卖方主张该等损害，则买方应保护并确保卖方免受该第三方的任何主张，并赔偿卖方因该等第三方主张遭受的任何损失，包括但不限于诉讼费用、恢复声誉，但该等损失非因买方过错而引发时除外。

- 7.10 UPON RESALE OF GOODS, IN CASE A THIRD PARTY SUFFERS PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY SUCH GOODS (“INCIDENT”) AND CLAIMS COMPENSATION AGAINST THE BUYER, BUYER SHALL INFORM SELLER OF SUCH CLAIM AND INCIDENT WITHOUT UNDUE DELAY AND ALLOW SELLER TO ATTEND IN THE SETTLEMENT OR TO BE SUMMONED IN THE LEGAL ACTION SO THAT SELLER MAY PARTICIPATE AND HAVE THE OPPORTUNITY TO DETERMINE THE NATURE, CAUSE, THE FAULT OF CAUSE OR ANY OTHER FACTORS OF THE INCIDENT; OTHERWISE, BUYER SHALL**

**NOT BE ENTITLED TO TAKE RECOURSE FROM SELLER BASED ON ANY PROMISES, OFFERS, CONCESSIONS, AGREEMENT, PAYMENT OR COMPENSATION MADE BY THE BUYER TO THE DAMAGED PARTY WITHOUT PREVIOUS WRITTEN PERMISSION BY SELLER, DULY SIGNED OR CHOPPED BY A REPRESENTATIVE OF THE SELLER, AND WHERE THE BUYER TAKES RECOURSE FROM SELLER, SELLER'S LIABILITY TOWARD THE BUYER SHALL BE LIMITED TO THE DAMAGE, OF WHICH THE LIMITATION SELLER COULD HAVE ACHIEVED, IF SELLER WOULD HAVE BEEN INCLUDED IN THE LEGAL ACTIONS OR NEGOTIATIONS.**

转售货物时，如果第三方因该等货物遭受财产损失或人身伤害（“事件”）并要求买方赔偿，买方应立即无不当延误地将该主张和事件通知卖方，并允许卖方参与解决或在法律诉讼中被传唤，以使卖方能够参加并有机会确定事件的性质、原因、过错或任何其他因素；否则，在未得到卖方的事先书面批准、或卖方代表的签署或加盖公章前，买方无权根据其向受害方作出的任何承诺、提议、让步、协议、付款或赔偿向卖方追索，且在买方向卖方追索的情况下，卖方对买方承担的责任仅限于若卖方参与法律诉讼或谈判可达到的限制范围内的损害赔偿。

## **8. Force Majeure** **不可抗力**

8.1 Seller shall not be liable for any breach of contract in the event of force majeure, such as natural disaster, war, riots, strike, boycott, fire, explosions, lack of workforce, energy or raw materials, interruptions to production or business operation, decisions or omissions of public authorities as well as any other events which are beyond the control of Seller. Seller shall be temporarily relieved from its obligations during the period of such events being present and to the extent Seller's obligations are affected. Seller is obliged to provide Buyer without undue delay with the necessary information that may reasonably be expected, and to adjust Seller's obligations by consulting with Buyer in good faith to the changed circumstances.

如果发生不可抗力，如自然灾害、战争、暴动、罢工、联合抵制、火灾、爆炸、缺少劳动力、能源或原材料、生产或业务运营中断、政府机关的决定或疏忽以及卖方无法控制的任何其他事件，则卖方无需就任何违反合同的行为承担责任。在该等事件发生期间以及在卖方义务受影响的程度内，卖方应暂时不受义务的约束。卖方有义务无不当延误地向买方提供合理预期的必要信息，并有义务通过真诚地与买方磋商调整卖方的义务，以应对已经变化的环境。

8.2 If the Parties cannot agree on a solution acceptable for Seller within fifteen (15) days from the date of occurrence of the event, Seller has the right to terminate affected Sales Contract with a Written notice to Buyer.

如果双方无法在事件发生之日起十五（15）天内就卖方可接受的解决方案达成一致，则卖方有权通过向买方发出书面通知终止受影响的销售合同。

## **9. User Recommendation**

## 用户建议

- 9.1 Recommendations of Seller about the use and processing of the Goods are of a general nature only, and do not exempt Buyer from its duty to carry out appropriate testing regarding the fitness of the Goods for Buyer's particular purposes and conditions. Seller does not make any warranty with regard to the fitness of the Goods to Buyer's particular use or application and its particular processing conditions. **BUYER SHALL INDEMNIFY SELLER IN RESPECT OF ALL DAMAGE, INJURY OR LOSS OCCURRING TO ANY PERSON OR PROPERTY AND AGAINST ALL ACTIONS, SUITS, CLAIMS, DEMANDS, CHARGES OR EXPENSES IN CONNECTION THEREWITH ARISING FROM THE CONDITION OR USE OF THE GOODS IN THE EVENT AND TO THE EXTENT THAT THE DAMAGE, INJURY OR LOSS SHALL HAVE BEEN OCCASIONED PARTLY OR WHOLLY BY THE CARELESSNESS OF BUYER OR ITS SERVANTS OR AGENTS OR BY ANY BREACH BY BUYER OF ITS OBLIGATIONS TO SELLER HEREUNDER OR NOT COMPLYING WITH ANY INSTRUCTIONS BY SELLER.**

卖方关于货物使用和加工的建议仅具备一般性质，并不免除买方就货物是否适合其特定目的和条件开展适当测试的义务。卖方未就货物是否适合买方的特定用途或应用及其特定加工条件作出任何保证。买方应赔偿卖方对任何人或财产造成的所有损害、伤害或损失，以及因货物状况或使用而引起的与之有关的一切诉讼、讼案、主张、要求、收费或费用，前提是该等损害、伤害或损失部分或全部源于买方或其雇工或代理人的疏忽或买方违反其于该等通用条款和条件项下对卖方承担的义务或不遵守卖方的任何指示。

## 10. Limitations on Use

### 使用限制

- 10.1 Seller's Goods are produced for civilian use. Buyer is not allowed to use or resell the Goods for purposes which have any connection to chemical, biological, nuclear weapons or for missiles which are capable of delivering such weapons or any other systems for military use restricted according to the laws of the PRC, EU and international treaties. Buyer is not allowed to sell the Goods to persons, companies or any other kind of organizations if Buyer has knowledge of or suspects that said person or entities are related to any kind of terrorist or narcotics activities. The Goods maybe subject to legal regulations and restrictions and may therefore be subject to restrictions in case of sale to countries/customers covered by export and import ban. These restrictions shall be observed in case of resale of the Goods to such countries/customers. Buyer is not allowed to resell Goods if there is doubt or suspicions that the Goods can be used for the purposes other than for civilian use. If Buyer receives knowledge of or suspects that the conditions in this clause have been violated, Buyer shall immediately inform Seller.

卖方的货物仅供民用。买方不得为与化工、生物、核武器存在任何联系的目的或能够运载该等武器的导弹，或其他依据中国法、欧盟法规或国际条约限制的军用系统而使用或转售货物。如果买方获悉或怀疑任何人、公司或任何其他类型的组织与任何种类

的恐怖主义或毒品活动有关，则不得向该等人员或实体出售货物。货物可能受法律法规和限制约束，因此，若将货物出售给进出口禁令涵盖的国家/客户，则可能受到限制。在向该等国家/客户转售货物时，买方应遵循该等限制。如不确定或怀疑货物可能用于除民用以外的目的，则买方不得转售货物。如果买方获悉或怀疑本款所含条件已被违反，其应立即通知卖方。

## 11. Packing 包装

- 11.1 Unless otherwise agreed, Buyer shall dispose of all packages at his own cost and in accordance with any applicable regulation. In so far as packing is reused by Buyer, any indication on the packing as to the Goods and to Seller's identification (e.g. name, logo, trademark and etc.) must be entirely removed. Special conditions as notified by Seller to Buyer in Writing apply to returnable packaging and such returnable packaging shall be owned by Seller.

除非另有约定，否则买方应自担成本按照任何适用法规处置所有包装。买方重复使用包装的，必须完全移除包装上与货物和卖方标识（如名称、标识、商标等）相关的任何迹象。卖方书面通知买方的特别条件适用于可回收包装，该等可回收包装归卖方所有。

## 12. Safety 安全

- 12.1 The requirement set out on the safety data sheet of each specific Good must be complied with by Buyer when storing, processing, and transporting the Goods. Buyer shall not store, process, transport, treat or use the Goods beyond the defined areas of application. Buyer shall be liable and indemnify Seller from any damages arising from storing, processing, transporting, treating or using of the Goods beyond the defined areas of application. If delivered Goods are classified as hazardous, such Goods may only be stored and transported by Buyer in the required form of packaging and by required means of transport according their hazard classification. Buyer shall ensure that the Goods are at all-time labeled as required by any applicable regulations and Buyer is solely liable and responsible for complying with any applicable regulation, including: obtaining all required licenses and approvals, for the storage and transportation of the Goods. **BUYER SHALL INDEMNIFY SELLER UPON DEMAND FOR ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY AND ALL ACTIONS, SUITS, CLAIMS, DEMANDS CHARGES OR EXPENSE SUFFERED BY SELLER FOR ANY FAILURE BY BUYER TO COMPLY WITH SUCH REGULATIONS.**

在存储、加工和运输货物时，买方必须遵守各特定货物的安全数据表上列明的要求。买方不得在规定应用范围之外存储、加工、运输、处理或使用货物。买方应承担并赔偿卖方因超出规定应用范围而存储、加工、运输、处理或使用货物而造成的任何损失。如果卖方交付的货物被归为危险品，则该等货物仅得由买方按照规定的包装形式和符合其危险等级规定的运输方式进行存储和运输。买方应确保始终按照任何适用法规的要求对货物加贴标签，并全权负责遵守任何适用法规，包括：获得货物存储和运输所

需的所有许可和批准。经卖方要求，买方应立即赔偿卖方因买方未遵守该等法规而遭受的人身或财产的任何损失、损害或伤害，以及一切诉讼、讼案、主张、要求、收费或费用。

- 12.2 The Buyer shall ensure that any subsequent buyer or user of Goods will be instructed sufficiently by means of, including but not limited to, putting further buyer and user of Goods under the same contractual obligation towards Buyer as those the Buyer has. **THE BUYER SHALL BE LIABLE FOR ANY DAMAGES AND INDEMNIFY SELLER FROM THE CLAIMS OF ANY THIRD PARTIES IF BUYER FAILS TO OBSERVE THIS CLAUSE.** 买方应确保通过（包括但不限于）使更多的货物买主和用户对买方承担与买方相同的合同义务的方式，以便对任何后续买主和用户进行充分的指导。如果买方不遵守本款，则其应承担因此引发的任何损害赔偿，并确保卖方免受任何第三方主张所害。

### 13. Trademarks 商标

- 13.1 Buyer must not use any trademarks or copyrights or other intellectual property of including but limited to the Seller in connection with the Goods manufactured or supplied by Seller unless and except to the extent that Buyer has obtained prior explicit Written consent from the owner of the trademark or copyright or other intellectual property.  
除非事先获得商标、著作权或其他知识产权所有者（包括但不限于卖方）的明确书面同意，否则买方不得将任何商标、著作权或其他知识产权用于卖方生产或供应的货物。

### 14. Non-Analyse 不解析

- 14.1 Buyer shall not analyze or have any third party analyze the Goods, reacted materials or material samples of the initial components, in terms of their chemical composition and manufacturing process (including but not limited to divulging samples of the Goods to any third party, which either competes with Seller or might be suspected to hand the samples of the Goods to Seller's competitors or to any analyzing institutes). Buyer shall be aware that the chemical composition and manufacturing process of the Goods, are essential business know-how of Seller and hence are strictly confidential, and that any breach of its non-analyze obligation provided herein might lead to considerable damages to Seller. Buyer acknowledges and agrees that any economic compensation may not be an adequate remedy for any breach of Buyer's non-analyze obligation provided herein and that accordingly Seller shall be entitled (but not limited) to seek from Buyer a contractual penalty of 1,000,000 RMB and no proof of special damages shall be necessary for the enforcement of this penalty. If the actual damage exceeds the previously mentioned penalty, Seller has the right to claim any damage exceeding the penalty. In the interest of both Parties, Buyer shall always make agreements with the same non-analyze obligations as Buyer has herein for the Goods with all its customers.

买方不得解析或委托任何第三方解析货物、反应材料或初始成分的材料样本，以获取其化学成分和制造工艺（包括但不限于将货物样本泄露给任何与卖方竞争或怀疑可能向卖方竞争对手移交货物样本的第三方或任何分析机构）。买方应知晓，货物的化学成分和制造工艺系卖方重要的业务专有知识，故应严格保密，任何违反本款规定的不解析义务的行为均可能导致卖方遭受重大损失。买方承认并同意，买方违反本款所述不解析义务的，任何经济赔偿可能不足以使卖方得到充分救济，据此，卖方有权（但不限于）向买方主张 1,000,000 元人民币的违约金，且执行此违约金无需提供特别损害证明。如果实际损失超过前述违约金，则卖方有权主张超出违约金的损害赔偿。为了双方的利益，买方与其所有客户缔结的协议中应始终包含与买方于该等通用条款和条件项下所承担义务相同的不解析义务。

## 15. **Applicable Law and Arbitration** **管辖法律与仲裁**

- 15.1 These GTC and all Sales Contracts governed by these GTC shall be governed by the laws and regulations of the People's Republic of China unless any agreement in Writing has been made to the contrary. United Nations Convention on Contracts for the International Sale of Goods are excluded.

除非存在任何相反的书面协议，否则该等通用条款和条件以及所有受该等通用条款和条件约束的销售合同均应受中华人民共和国法律法规管辖。《联合国国际货物销售合同公约》不予适用。

- 15.2 All disputes arising out of or in connection with the business relationship between the Parties shall be settled by negotiations or conciliations. Should these negotiations or conciliations not lead to any result acceptable to both Parties within two (2) months, these disputes shall be submitted to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration in accordance with SHIAC Rules as then in force, in exclusion of the competent court jurisdiction. If the amount in dispute is no more than 1,000,000 RMB, the arbitral tribunal shall be composed of one (1) arbitrator. If the amount in dispute is more than 1,000,000 RMB, the arbitral tribunal shall be consisted of three (3) arbitrators. The arbitration shall be held in Shanghai. The arbitral procedure shall be conducted in the English language. The losing Party shall bear the legal costs, unless awarded otherwise by the arbitration tribunal. The arbitral award shall be final and binding. In case in any individual agreement another arbitration commission is agreed upon between the Parties, such agreement on other arbitration commission shall prevail.

所有因双方业务关系引起或与之有关的争议均应通过谈判或调解解决。如果该等谈判或调解未在两（2）个月内产生双方接受的任何结果，则争议应提交至上海国际经济贸易仲裁委员会（“SHIAC”），根据当时现行有效的 SHIAC 规则进行仲裁，而不得诉诸主管法院管辖。若争议数额不超过 1,000,000 元人民币，仲裁庭由一（1）名仲裁员组成。若争议数额超过 1,000,000 元人民币，仲裁庭由三（3）名仲裁员组成。仲裁应于上海进行。仲裁程序应采用英语。除非仲裁庭另有裁决，否则败诉方应承担仲裁费用。

仲裁裁决具有终局性且对双方有约束力。双方在任何单独协议中约定其他仲裁委员会的，以该约定为准。

## **16. Data Protection, Confidentiality, Security** **数据保护、保密、安全性**

**16.1** In case Buyer provides any information to Seller, Buyer shall ensure that Seller is duly made aware of any relevant facts or information in addition to those required under the provisions of PRC laws, knowledge of which is necessary for the Seller for reasons of data protection and confidentiality. Especially Buyer shall inform Seller in case Buyer is handling data (“Localized Data”) which according to the laws and regulations of the PRC shall only be stored within the PRC and require the permission of authorities or data owners to be transferred outside the PRC (“Localization Rule”) or are subject to an audit before leaving the PRC. Buyer shall inform Seller about the specific Localized Data, Seller may receive or may have access to, and the handling requirements, in advance of giving Seller access to such Localized Data.

如果买方向卖方提供任何信息，则除中国法律规定要求的事实或信息外，买方还应向卖方妥为告知任何为进行数据保护和保密所必要的相关事实或信息。尤其是，如果买方处理的数据（“本地化数据”）根据中国法律和法规仅可在中国境内存储，并需政府机关或数据所有者许可方可转移至中国境外（“本地化规则”），或需在离开中国之前接受审核，则买方应通知卖方。在允许卖方访问该等本地化数据之前，买方应向卖方告知卖方可能收到或可能获准访问的特定本地化数据以及处理要求。

**16.2 IN CASE BUYER FAILS TO INFORM SELLER ABOUT LOCALIZED DATA, SELLER SHALL NOT BE RESPONSIBLE IN CASE OF A BREACH OF SUCH LOCALIZATION RULE.**

如果买方未向卖方告知有关本地化数据的信息，则卖方无需对违反该等本地化规则的行为承担责任。

**16.3** In case Buyer provides a data medium to Seller, except as otherwise agreed, Buyer shall make sure to delete sensitive data prior to delivery of the relevant data medium to Seller.

如果买方向卖方提供数据媒介，则除非另有约定，买方应确保在向卖方交付相关数据媒介之前删除敏感数据。

**16.4** Furthermore, Buyer assures to always act compliant with all data protection and data security laws of the PRC.

此外，买方保证始终遵守中国的所有数据保护和数据安全法律。

**16.5** Seller informs Buyer that in the frame of the business relationship between Seller and Buyer data of Buyers employees or other technical data may be handed to the headquarter of Seller in Germany. The headquarter of Seller in Germany will treat all personal data or data which otherwise may have to be kept confidential with at least the same care as it treats own confidential or personal information and every transfer is encrypted at least according to

industry standard. If required for the fulfillment of a Sales Contract, Seller and Seller's headquarter may share data, which may have to be kept confidential or personal data with other group companies of Seller worldwide. All group companies of Seller have taken active and effective measures to protect data which are of personal nature or may have to be kept confidential otherwise. Buyer consents to such transfer to Germany or other companies in Seller's group worldwide.

卖方通知买方，在卖方与买方之间的业务关系框架中，买方雇员信息或其他技术数据可能移交至卖方德国总部。卖方德国总部将以其对待自有保密信息或个人信息至少同等的注意对待所有个人数据或其他应予保密的数据，且每次数据移转均将至少根据行业标准加密。如为履行销售合同所需，卖方和卖方总部可能与卖方全球范围内的其他集团公司共享可能需要保密的数据或个人数据。卖方的所有集团公司均已采取积极有效的措施保护具有个人性质或可能需要保密的数据。买方同意卖方向其德国总部或全球范围内其他集团公司进行该等转移。

- 16.6** In case Seller has access to personal information or gains personal information from and about employees of Buyer in the frame of communication or a Sales Contract, Buyer ensures that its employees have given legally valid consent that Seller may be saving the personal data outside the PRC and transfer them to Germany or other countries if required.

如果卖方在通讯或销售合同的框架内访问买方的个人信息、自买方雇员处获得个人信息或获得与买方雇员相关的个人信息，则买方应确保其雇员已作出法律上有效的同意，允许卖方在中国境外保存个人数据，或在必要时将个人数据转移至德国或其他国家。

- 16.7** Seller trusts in good faith, that Buyer guarantees that Buyer has obtained such prior consent of all employees and personnel of collecting and handling their personal data and transferring such personnel information to Germany or to other Seller group companies worldwide.

卖方善意地相信，买方保证，买方已获得所有雇员和人员的该等事先同意，允许卖方收集和处理其个人数据并将该等人员信息转移至德国或卖方全球范围内其他集团公司。

- 16.8** **IN CASE ANY EMPLOYEE, AGENT, VICARIOUS AGENT OR OTHER PERSONNEL OF BUYER, INCLUDING THIRD PARTIES AS ENGAGED BY BUYER TO INTERACT WITH SELLER, BRINGS FORWARD CLAIMS AGAINST SELLER BASED ON INFRINGEMENTS OF DATA PROTECTION OR MISSING CONSENT FOR EXPORT OF DATA OR BREACH OF THE LOCALIZATION RULE FOR LOCALIZED DATA REGARDING DATA SELLER OBTAINED FROM BUYER, BUYER SHALL INDEMNIFY SELLER AGAINST ALL CLAIMS OF THE EMPLOYEE OR PERSONNEL OF BUYER, UNLESS SUCH CLAIMS ARE BASED ON GROSS NEGLIGENCE OR WILLFUL CONDUCT OF SELLER.**

如果买方的任何雇员、代理人、替代责任人或其他人员（包括买方聘用与卖方互动的第三方）以卖方自买方处获得的数据违反数据保护或缺少数据输出同意或违反本地化数据的本地化规则为由向卖方提出主张，则买方应确保卖方免受买方雇员或员工的所有主张，除非该等主张基于卖方的故意行为或重大过失。



**16.9 SHOULD ANY AUTHORITIES IMPOSE A PENALTY TO SELLER BASED ON MISSING INFORMED CONSENT OF BUYER'S EMPLOYEES OR PERSONNEL FOR THE EXPORT, STORAGE OR PROCESSING OF PERSONAL DATA OR OTHER LOCALIZED DATA BY SELLER, DUE TO BUYER NOT INFORMING SELLER ABOUT LOCALIZED DATA OR BUYER NOT COMPLYING WITH LAWS AND REGULATIONS OR CONTRACTUAL OBLIGATIONS, BUYER SHALL INDEMNIFY SELLER FOR SUCH FINES AND ANY OTHER DAMAGES RESULTING THEREFROM.**

如果由于买方未向卖方告知本地化数据或买方未遵守法律法规或合约义务，任何政府机关以缺乏买方雇员或人员对卖方输出、存储或处理个人数据或其他本地化数据的知情同意为由对卖方处以罚款，则买方应向卖方补偿该等罚款以及由此产生的任何其他损害。

**17. Property and Risk**  
**物权和风险**

17.1 In deviation to agreements according to Incoterms or other agreements regarding transfer of property, the ownership and property in the Goods delivered by Seller to Buyer shall remain in Seller until Buyer has paid the full Price or until the property is vested in some other person by the operation of any law. Notwithstanding the aforesaid, the Goods shall be at the risk of Buyer from the time when they are delivered in accordance with clause 5 herein. So long as the property in the Goods remains in Seller and Buyer is in default of any of the obligations hereunder or is insolvent, Seller shall have the right, with or without prior notice to Buyer, to retake possession of the Goods (and for that purpose to go upon any premises occupied by Buyer). The transfer of risk shall not be affected by the transfer of ownership.

与国际贸易术语解释通则或其他协议中关于物权转让的规定有所不同，在买方支付全额价款或依任何法律将所有权归于其他人之前，卖方交付给买方的货物的所有权和物权仍归卖方所有。尽管存在上述规定，自按照该等通用条款和条件第5条交付之时起，货物风险由买方承担。只要货物的物权仍归于卖方，而买方未履行该等通用条款和条件项下的任何义务或无力偿债，则卖方有权（不论是否事先通知买方）取回货物（并为此目的进入买方占用的任何场所）。风险转移不受所有权转移的影响。

17.2 If Goods, which are the property of Seller ("Conditional Goods") are mixed, blended or combined with other items, the Buyer already herewith assigns his ownership rights or co-ownership rights to the new item to Seller and shall hold the item in safe custody for Seller with due care.

如果归卖方所有的货物（“附条件货物”）与其他物品混合、掺和或组合，则买方特此将其对新物品的所有权或共同所有权转让给卖方，并应为卖方妥善安全保管该物品。

- 17.3 As long as the Buyer meets its obligations to Seller in due form, the Buyer is authorized to further usage of the Conditional Goods in the ordinary course of business, provided that its claims resulting from resale as stipulated in the subsequent clause are assigned to Seller.  
只要买方以适当的形式履行其对卖方的义务，即有权在正常业务活动中进一步使用附条件货物，但应将下一款所规定转售引起的主张转让给卖方。
- 17.4 As security for all Seller's claims, the Buyer herewith assigns to Seller any claims arising from reselling Conditional Goods to third parties. If the Buyer sells Goods of which Seller only has partial ownership, the Buyer assigns to Seller its claims against third parties in the corresponding partial amount. Should the Buyer use Conditional Goods within the scope of a contract of work (or similar contract), the Buyer assigns to Seller corresponding (wage) claims in the amount of the invoice value of Seller's Goods used for this purpose.  
作为卖方所有主张的担保，买方特此向卖方转让因向第三方转售附条件货物而产生的任何主张。如果买方出售卖方仅拥有部分所有权的货物，则买方将按照相应的部分金额向卖方转让其对第三方的主张。如买方在承揽合同（或类似合同）范围内使用附条件货物，则其应按照为此目的使用卖方货物的发票价值向卖方转让相应的（报酬）主张。
- 17.5 In the normal course of business, the Buyer is authorized to collect claims from the further use of Conditional Goods. Should Seller have specific reasons for concern that the Buyer does not or will not properly meet his obligations to Seller, the Buyer shall upon Seller's request disclose the assignment to its customers, refrain from any disposition regarding the claims, give Seller all required information about the stock of Goods owned by Seller and the claims which have been assigned to Seller and deliver the documents for the assertion of the claims assigned to Seller. Seller shall be informed immediately about any third-party's access to the Conditional Goods and the assigned claims.  
在正常业务过程中，买方有权收集因进一步使用附条件货物引发的主张。如果卖方有特定理由担心买方未履行或将无法适当履行其对卖方的义务，经卖方请求，买方应向其客户披露转让，不得对主张进行任何处理，应向卖方提供与卖方货物库存以及已转让主张相关的所有必要信息，并向卖方交付与所转让主张相关的文件。任何第三方获取附条件货物和已转让主张的，买方应立即通知卖方。
- 17.6 Processing or conversion of the Conditional Goods is carried out on Seller's behalf as if Seller is the manufacturer without putting Seller under any obligation. Seller shall acquire the co-ownership of the intermediate and end products in case there are goods to which the title belongs to a third party by a ratio of the invoice value of Seller's Conditional Goods to the invoice value of the third-party's goods; in this respect, the Buyer shall keep the intermediate and end products of Conditional Goods safe in trust and free of charge for Seller. The same applies to combination or mixing of Conditional Goods with third-party's goods.  
附条件货物的处理或转换将以卖方的名义进行，如同卖方为制造商一样，且卖方无需因此承担任何义务。如果部分中间和最终产品的所有权属于第三方，则卖方将按照卖方附条件货物发票价值与第三方物品发票价值的比率获得该等产品的共同所有权；为

此，买方应免费妥善保管附条件货物的中间产品和最终产品。上述规定同样适用于附条件货物与第三方物品的组合或混合。

- 17.7 If Buyer has paid in full for the Goods, then Buyer shall become the owner of the Goods even the Goods are still in place of Seller.

如果买方已全额支付了货物货款，则买方应是货物的所有权人，即使该货物仍由卖方占有。

- 17.8 No matter which Party undertakes to deliver the Goods, the risk of accidental loss or damage of the Goods shall pass on to Buyer once Seller hands over the Goods to Buyer or any third party who is responsible for transit regardless by which Party such third party is appointed or the Buyer respectively his agent does not pick up the Goods as agreed.

无论哪一方承诺交付货物，一旦卖方将货物移交给买方或任何负责转运的第三方，货物的意外灭失或损坏的风险即转移至买方，而不论该第三方由哪一方委托，也不论买方或其代理人未按约定提货。

## **18. Miscellaneous** **其他**

- 18.1 Neither of the Parties shall terminate any Sales Contract one-sided, unless otherwise stipulated in respective Sales Contract or these GTC.

除非相应的销售合同或该等通用条款和条件另有规定，否则任何一方均不得单方面终止任何销售合同。

- 18.2 Either of the Party may terminate a Sales Contract, if the other Party breaches any of its contractual obligation under such particular Sales Contract and such breach is not cured by the breaching Party within fifteen (15) working days after being given a Written notice.

如果一方违反其于特定销售合同下的任何合同义务，且未在收到书面通知后十五（15）个工作日内纠正该违约行为，则另一方可终止该销售合同。

- 18.3 If after conclusion of the Sales Contract Seller learns that the financial situation of the Buyer has been seriously deteriorating or that insolvency proceedings have been initiated or have not been initiated for lack of assets or that proper fulfillment of the Sales Contract is not secured, Seller may demand advance payment or collateral security equal to the value of the delivery. If the Buyer fails to fulfill this request, Seller shall be entitled to rescind all Sales Contract with immediate effect.

在签署销售合同后，如果卖方得知买方的财务状况已严重恶化，或买方被启动或因缺乏资产未被启动破产程序，或无法保证妥当履行该销售合同，则卖方可要求相当于交付价值的预付款或抵押品。买方未满足此要求的，卖方有权立即解除所有销售合同。

- 18.4 Buyer shall not assign any credit under any Sales Contract without the consent in Writing of Seller. In case Buyer assigns a benefit under a Sales Contract to any third party without the consent in Writing of Seller, Seller shall be entitled to determine to terminate or continue to perform the Sales Contract under which a credit has been assigned by Buyer, without prejudice to any other claim or right Seller might make or exercise.  
未经卖方书面同意，买方不得让与任何销售合同项下的任何债权。如果买方未经卖方书面同意向任何第三方转让其于任何销售合同项下的利益，则卖方有权决定终止或继续履行买方已转让债权的销售合同，卖方可提出或行使的任何其他主张或权利不受影响。
- 18.5 Third parties Seller engages, including subcontractors, carrier, logistic companies etc. shall not be eligible to give or accept any declaration of will for Seller without a Written power of attorney with Seller's Company Chop affixed thereunder.  
卖方聘请的第三方，包括分包商、承运人、物流公司等，如无加盖卖方公司公章的书面授权书，均无资格为卖方作出或接受任何意思表示。
- 18.6 Failure by Seller to insist upon strict performance of any of the terms and conditions under these GTC or the Sales Contract, or delay in exercising any of its remedies, shall not constitute a waiver of such terms and conditions or a waiver of any default, nor of any remedy.  
卖方未坚持严格执行任何该等通用条款和条件或销售合同项下任何条款和条件，或延迟行使其任何救济的，均不构成对该等条款和条件、追究任何违约责任或行使任何救济的弃权。
- 18.7 In case any discrepancies between these GTC and any Sales Contracts, the terms and conditions stipulated in the Sales Contracts shall prevail. In case Buyer and Seller conclude any other individual contracts, such as frame contracts, in Writing with the signatures of authorized representatives or the Company Chop of Buyer and Seller, such individual agreements shall prevail over these GTC.  
如果该等通用条款和条件与任何销售合同之间存在任何差异，以销售合同中规定的条款和条件为准。如果买卖双方另行缔结任何其他书面合同，如框架合同并附授权代表的签名或买方和卖方的公章，则此合同的效力优先于该等通用条款和条件。
- 18.8 If there is any inconsistency between the English Version and the Chinese version of these GTC, the English version shall prevail.  
如该等通用条款和条件的英文版本和中文版本存在任何差异，则以英文版本为准。