

**General Sales Terms and Conditions**  
**销售通用条款与条件**

**1. General**  
**通则**

Orders and/or purchase orders placed by purchaser (“Purchaser”) will be confirmed and executed by us solely in accordance with our General Terms and Conditions provided herein (“GTC”). These GTC also apply to all of the following deliveries and services (“Delivery/-ies”) without explicit agreement being necessary. Terms and conditions which differ from these GTC or from statutory provisions under applicable laws and regulations, shall apply only to the extent that they are explicitly confirmed by us in writing. Our delivery of goods, performance of services or acceptance of payments does not constitute recognition on our part of terms that vary from these GTC.

买方 (“买方”) 下达的订单和/或采购订单应由我方根据且仅根据本销售通用条款与条件 (“通用条款与条件”) 进行确认和履行。无需明示约定, 本通用条款与条件同样适用于下列所有交付和服务 (“交付”)。与本通用条款与条件或与适用法律和法规项下的法律规定相异的条款和条件仅应在获得我方明确书面确认的情况下适用。我方交付货物、提供服务或接受付款均不构成我方对与本通用条款与条件相异的条款的认可。

**2. Terms of Delivery**  
**交付的条款**

2.1 Our Deliveries are made “ex works” (EXW, Incoterms 2010), unless agreed otherwise. If it is agreed that we shall be responsible for shipment, we shall ship the goods at the Purchaser’s risk and expense, unless agreed otherwise. Furthermore, we shall specify the manner of shipment, shipment route and carrier.

除非另有约定, 我方的交付方式为“工厂交货” (EXW, 2010 年国际贸易术语解释通则)。除非另有约定, 如双方同意由我方负责装运, 我方装运货物的风险和费用应由买方承担。此外, 装运的方式、运输路线和承运人均应由我方指定。

2.2 Performance of the stipulated time for delivery is subject to our timely receipt of all documents and information to be provided by the Purchaser, as well as fulfillment of the agreed terms of payment and other obligations by the Purchaser. To the extent said conditions are not fulfilled on time, the time for delivery shall be extended accordingly, unless we are responsible for the delay.

按约定期限履行交付义务取决于我方及时收到买方提供的所有文件和信息, 以及买方履行约定的付款条款和其他义务。如未能及时满足上述条件, 交付时间应相应延长, 除非上述条件的延迟满足归因于我方。

2.3 The Deliveries shall be subject to our complete and timely reception of the deliveries by our sub suppliers.

交付应受限于我方完整和及时地收到我方的下游供应商的交付。

2.4 Our liability for damages due to a delay in delivery culpably caused by us, is limited to the amount of 0.5 % of the price of the delayed part of the Delivery (excluding VAT) for each full week of delay up to a maximum of 5.0 % of the price of the delayed part of the Delivery (excluding VAT). This limitation of liability shall not apply in case of willful misconduct or gross negligence. The Purchaser shall only be entitled to terminate relevant purchase order which has been affected due to delays in delivery, if we have culpably caused such delay and after establishing an additional delivery period of reasonable length (at least 8 weeks), we remained having failed to make the delivery within the aforesaid additional reasonable period for delivery.

我方对于因可归责于我方的原因造成的迟延交付导致的损害所承担的责任仅限于每迟延一周赔偿迟延交付部分价格 (不包括增值税) 的 0.5%, 且最高不超过迟延交付部分价格 (不包括增值税) 的 5.0%。本责任限制不适用于故意或重大过失。买方仅应在以下情形中有权终止受迟延交付影响的相关采购订单: 因可归责于我方的原因造成该等迟延, 并且在确立合理时长的额外交付期限 (至少 8 周) 后, 我方在前述额外合理交付期限内仍未能进行交付。

2.5 We are entitled to partial deliveries, over-deliveries and short-deliveries as far as these are reasonable for the Purchaser taking into account customary tolerances. The same shall apply to early deliveries.

在考虑有关交付的惯常容忍程度且对买方而言是合理的情况下, 我方有权进行部分交付、超额交付和缺额交付。前述约定应同样适用于提前交付。

2.6 Fulfillment of our contractual obligations is subject to the condition that the fulfillment is not prevented by any impediments arising out of applicable laws or any embargos and/or other sanctions to the extent that we or the Purchaser or the goods for the Deliveries falling into the jurisdictions thereunder. If required by applicable laws, the Purchaser shall provide us with a duly completed and signed end-use certificate (EUC), in addition, we are entitled to verify relevant qualifications, licenses and permits (including but not limited to operation permit for hazardous chemicals) of the Purchaser which are required for business operation of the Purchaser under applicable laws, and to make a record of the photocopies thereto before we accept any purchase order placed by the Purchaser or make Deliveries of any goods. If any approval, permit or filing shall be made by either us or the Purchaser for delivery of goods outside of PRC in accordance with applicable laws, the Purchaser shall duly apply to and obtain any such approval, permit and fil-

ing, and we may provide reasonable assistance in this regard upon request by the Purchaser.

履行我方合同义务的前提条件是，该等履行不被对我方、买方或交付货物有管辖权的适用法律或任何禁运和/或其他制裁导致的任何障碍所禁止。如适用法律要求，买方应向我方提供经适当填写并签署的最终用途证明 (EUC)，此外，我方有权在接受买方下达的任何采购订单前或交付任何货物前核实买方在适用法律项下从业务经营所需的相关资质、许可和证照 (包括但不限于危险化学品经营许可证)，并留存其副本。如我方或买方根据适用法律应就向中国境外运送货物取得任何批准、许可或备案，买方应正式申请并取得任何该等批准、许可和备案，并且经买方要求，我方可就此提供合理协助。

### 3. Prices 价格

3.1 If not agreed otherwise, our prices shall be “ex works”, plus any costs for packing, freight, insurance, disposal, any additional expenses and VAT if applicable. In case of cross-border deliveries, Purchaser shall reimburse us for any customs duties, taxes or other public charges.

如无另行约定，我方的价格应为“工厂交货价格”与包装、货运、保险、处置的任何费用，以及任何额外费用和增值税 (如适用) 之和。就跨境交付而言，买方应向我方支付任何关税、税费或其他公共收费。

3.2 In case of over-deliveries and short-deliveries, total prices for the delivered goods shall be adjusted accordingly in accordance with the actual quantity of deliveries.

在超额交付和缺额交付的情况下，交付货物的总价应根据实际交付数量相应调整。

### 4. Terms of Payment, Set-off, Assignment 付款条款、抵销、转让

4.1 Unless otherwise stated in the order confirmation, the Purchaser shall effect payment without deductions no later than 30 calendar days subsequent to our issuance of the invoice. We are entitled to reject purchase order or withhold the Delivery of goods, as long as any invoiced amounts due for payment by such Purchaser are not settled.

除非订单确认中另有说明，买方应在不晚于我方开具发票后的 30 个自然日内全额付款。如买方未付清任何应付的发票金额，我方有权拒绝接受采购订单或扣留交付货物。

4.2 The Purchaser may set off only those claims which are undisputed between the parties, have been finally adjudicated or which are in a reciprocal relationship to our claim, against which the set off may be effected.

买方仅可就双方之间无争议的、已作出最终裁决的索赔，或就与我方的索赔存在对等关系的索赔进行抵销，且在前述情况下的抵销有效。

4.3 The assignment of claims against us is prohibited. 禁止将对我方提出的索赔进行转让。

### 5. Defects 缺陷

5.1 Unless otherwise agreed, only the quality of the products described in our product descriptions, specifications and markings shall define the contractual characteristics in terms of quality of the Deliveries. Information with respect to percentages and mixing ratios are approximate mean values only. Deviations within customary tolerances that may occur in spite of all care exercised when manufacturing the goods and determining the mean values are expressly reserved.

除非另有约定，关于交付质量的合同标准仅应根据我方的产品说明、规格和标记中描述的产品质量确定。

关于百分比和混合比的信息仅为近似平均值。对于即使在生产货物和确定平均值时尽到所有注意的情形下仍可能出现的在惯例公差范围内的偏差，我方明确予以保留。

5.2 Any information regarding the application and utilization of our products is provided according to our best knowledge, but shall be non-binding and does not release the Purchaser from its obligation to properly assess the products regarding their suitability for the planned purposes and applications.

关于我方产品的应用和使用的任何信息均为尽我方所知提供，但该等信息应不具有约束力，并且不免除买方就产品对计划目的和应用的适用性对产品进行适当评估的义务。

5.3 The Purchaser shall immediately inspect the Deliveries and shall notify us in writing without undue delay of any defects.

买方应立即对交付进行检查，并将任何缺陷以书面形式通知我方，而不得无故拖延。

5.4 In the event of justified and rightfully raised defect claims of the delivered goods, we reserve the right, solely at our discretion, to either replace or repair the goods. For this, we shall always have reasonable time to replace or repair. If our repair or replacement fails to remedy the defects, the Purchaser shall be entitled to either adjust the purchase price or terminate relevant purchase order which has been affected by the defects. For the avoidance of doubt, the Purchaser shall not be entitled to terminate the entire contract.

如买方正当且合理地交付货物提出缺陷索赔，我方保留自行决定更换或修复货物的权利。为此，我方应始终有合理的时间进行更换或修复。如我方的修复或更换未能补救缺陷，买方应有权调整采购价格或终止

受缺陷影响的相关采购订单。为免疑义，买方应无权终止整个合同。

5.5 Any claims of the Purchaser for compensation of costs arising in relation to the rectification of non-conforming Deliveries, in particular expenses for transport, shall be excluded, to the extent they accrue because the delivered goods have been moved after delivery to another location than the place of receipt.

买方就因纠正不合格交付而产生的相关费用（特别是运输费用）提出的任何索赔主张均应被排除且放弃，如上述费用系因已交付的货物在交付后被移至收货地点之外的其他地点而产生。

5.6 Claims by the Purchaser for recourse against us as provided for by statutory law can only be made to the extent the Purchaser has not agreed with its customers to provisions exceeding the statutory rights in case of defects.

买方根据法律规定向我方提出的追索主张仅可在买方未与其客户就缺陷问题达成超出法定权利之外的约定的前提下提出。

5.7 Section 6 shall apply regarding claims for damages and expenses of the Purchaser due to defects.

第 6 条应适用于因缺陷导致的买方的损害和费用索赔。

## 6. Limitation of Liability

### 责任限制

6.1 Regarding claims for damages due to a delay in delivery, the limitation of liability set forth in Section 2.4 shall apply exclusively. Further claims for damages or expenses of the Purchaser against us, irrespective of the legal basis, shall be excluded.

对于因交付延误引起的损害赔偿，第 2.4 条约定的责任限制应排他地适用。不论法律依据为何，买方就损害或费用向我方提出的进一步索赔均应被排除且放弃。

6.2 The exclusion of liability according to the aforementioned clause 6.1, 2nd sentence shall not apply (i) in case of intentional misconduct or gross negligence on our part; (ii) in the event of breach of a material contractual obligation. A material contractual obligation for this purpose shall mean an obligation the fulfilment of which is essential to the proper performance of the contract and upon compliance with which the Purchaser is duly entitled to rely (essential obligation). In case of slight negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature; and (iii) in case of culpable injury of life, body or health.

根据上述第 6.1 条第 2 句的责任免除不适用于以下情形：(i) 我方的故意或重大过失；(ii) 违反重大合同义务。为本条款之目的，重大合同义务应指某一义务（基本义务），对该义务的履行对合同的适当履行而言是最基本的，同时买方也充分有权信赖对该义务的

遵守。如因轻微过失违反基本义务，则我方承担的损害赔偿的责任范围应限于此类性质的合同所能够预见的损害；以及 (iii) 可归责于我方的对生命、身体或健康造成的损害。

6.3 To the extent our liability is excluded or limited pursuant to this clause 6, this shall equally apply for the respective personal liability of our employees, vicarious agents and legal representatives.

如我方的责任根据本第 6 条被免除或限制，则该等免除或限制应同等地适用于我方的雇员、代理人和法定代表人各自的个人责任。

6.4 The foregoing provisions shall not imply any shift in the burden of proof to the detriment of the Purchaser.

上述条款不应意味着发生任何不利于买方的举证责任倒置。

## 7. Retention of Title

### 所有权保留

7.1 The title in the objects of the Deliveries shall not pass to the Purchaser until we have received in full all sums due for payment from the Purchaser in relation to the general business relationship between us and the Purchaser (“Reserved Goods”).

交付的物品的所有权应在我方全额收到买方就其与我方之间的一般业务关系所应付的所有款项后转移给买方（“保留货物”）。

7.2 The Purchaser is entitled and authorized to process or resell the Reserved Goods only in the due and proper course of business, and provided that the Purchaser has expressly informed its customers in written form about the title retention of the Reserved Goods and provided us with relevant proof. If required by applicable laws, the Purchaser shall duly make registration or filing in relation to the Reserved Goods and provide relevant proof of such registration or filing to us for information. The Purchaser is not entitled to otherwise dispose of the Reserved Goods, such as pledging or transfer by way of security.

买方仅在正当和适当的业务过程中有权并授权处理或转售保留货物，且前提是买方以书面形式明确通知其客户关于保留货物的所有权保留，并向我方提供相关证明。如适用法律要求，买方应就保留货物进行正式登记或备案，并向我方提供该等登记或备案的相关证明以供参考。买方无权以其他方式处置保留货物，例如质押或让与担保。

7.3 In case the Reserved Goods are being processed, connected or blended, such action shall be performed for our benefit as manufacturer. If the Reserved Goods are combined with other goods, we acquire co-ownership in the new goods to the extent of the pro rata value of the invoice amount of the Reserved Goods in relation to the invoice amount of the other goods.

如处理、连接或混合保留货物，该等行动应为我方作为制造商的利益而进行。如将保留货物与其他货物结合，我方应按照保留货物的发票金额相对于其他货物的发票金额的比例取得对新的货物的共同所有权。

7.4 If our title in the Reserved Goods expires due to processing, the Purchaser transfers to us already now its ownership rights with respect to the new goods or items to the extent of the invoice value of the Reserved Goods and keeps them in custody for us free of charge. The subsequently arising co-ownership rights shall be considered as Reserved Goods, and the Purchaser shall take the same actions as required under Section 7.2 for the benefit of us. When requested by us or required by applicable laws, the Purchaser shall take all necessary actions howsoever required for enforcing our rights in relation to our acquired co-ownership under this Clause 7.

如我方对保留货物的所有权因处理而灭失，则我方按照保留货物的发票金额向我方转让其对新的货物或物品享有的所有权，并为我方免费保管该等货物或物品。随后产生的共同所有权应被视为保留货物，且我方应为我方的利益采取与第 7.2 条项下的要求相同的行动。如我方提出要求或适用法律要求，买方应采取所需的所有必要行动，以执行我方关于我方在本第 7 条项下取得的共同所有权的权利。

7.5 Claims against third parties arising from the resale of the Reserved Goods are already now assigned onto us in the amount of the invoice value of the Reserved Goods, irrespective of whether the resale takes place without or following processing, or to one or several third parties. The Purchaser shall be entitled to collect payment for us. We reserve the right to cancel the authorization to resell the Reserved Goods and to receive payment for good cause, in particular in case the Purchaser is in delay with payment or disposed of the Reserved Goods outside the due and proper course of business; the same applies in the event of payment stoppages or a significant deterioration of the Purchaser's creditworthiness. In case of an insolvency application concerning Purchaser's assets, the authorization to resell the Reserved Goods and collect payment expires automatically.

因转售保留货物所产生的对第三方的债权已转让予我方，债权金额为保留货物发票价值对应的金额，无论转售是在保留货物未经处理或经处理后进行，且无论转售予一个或多个第三方。买方应有权为我方收取款项。我方保留取消对转售保留货物的授权和出于正当理由收取款项的权利，特别是在买方延迟付款或在正

当和适当的业务过程之外处置保留货物的情形下；上述约定同样适用于付款中断或买方信誉显著下降的情形。如产生涉及买方资产的破产申请，则对转售保留货物和收取付款的授权自动终止。

7.6 In case the value of the securities acquired by us pursuant to this Clause 7 exceeds the value of our secured claims by more than 10 %, we will, at our discretion and at the Purchaser's request, release part of securities in an appropriate amount.

如我方根据本第 7 条取得的担保物价值超过我方被担保债权价值的 10%，经买方要求，我方可自行决定解除适当金额的部分担保。

## 8. Place of Performance, Applicable Law, Jurisdiction, Language

### 履行地、适用法律、管辖、语言

8.1 The place of performance (including remedying of defects) shall be the respective place of delivery (Incoterms 2010).

履行（包括缺陷的补救）地应为交付的各个地点（适用 2010 年国际贸易术语解释通则）。

8.2 The contract shall be governed by the laws of the People's Republic of China (for the purpose of these GTC, excluding Hong Kong, Macau and Taiwan) to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

合同应受中华人民共和国（为本通用条款与条件之目的，不包括香港特别行政区、澳门特别行政区和台湾地区）法律管辖，但应排除 1980 年 4 月 11 日订立的《联合国国际货物销售合同公约》（CISG）的适用。

8.3 The exclusive place of jurisdiction for any disputes arising out of or related to the contract shall be the competent court at our registration address. However, we are entitled to raise an action against the Purchaser also at any other competent court.

因合同引起或与之相关的任何争议应提交至我方注册地址所在地有管辖权的法院专属管辖。但我方同样有权向任何其他有管辖权的法院对买方提起诉讼。

8.4 The contract is made in both English and Chinese, in case of any discrepancy or conflict between two language versions, the English version shall prevail.

合同以中英文书就，如两种语言文本之间有任何冲突或不一致，应以英文文本为准。