GENERAL TERMS AND CONDITIONS OF SALE OF JINLING AOC RESINS CO., LTD.
金陵力联思树脂有限公司通用销售条款

VERSION OCTOBER 2026
2026 年 10 月版本

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. "Articles" with capital "A" refer to articles of the present Conditions. "Days" shall be calendar days, unless otherwise stated.
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(本条款中货物和服务单独及统称为“货物”)，以及出售方与客户之间的其他所有类似交易。“条”指本条款的各条规定。除非另有说明，“日”均指日历日。

1.2 These Conditions supersede all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods ("the Contract") 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.
就最终的货物销售与交付（“合同”），本条款取代双方此前关于货物销售和交付所达成的一切口头和书面的报价、沟通、协议与共识。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 concluding a Contract based on and expressly referencing to these Conditions, Customer agrees to the exclusive applicability thereof in respect of future dealings as described in article 1.1 , even if not expressly stated. Seller shall be entitled to update and/or amend these Conditions regularly and by notifying Customer of such update or amendment or by sending Customer the updated or amended Conditions, these revised Conditions shall apply to any Contract between Seller and Customer.
客户明确引用本条款而订立的合同，即同意按照 1.1 条的约定将本条款排他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，且通过将上述更新或修订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任何合同。

1.4 Seller and Customer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any communication between Seller and Customer made by electronic means shall be a "writing" and/or "in writing".
出售方与客户同意，以电子通信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已合意的电子通讯内容，均应被视为书面形式。

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（包含宣传册和产品目录），无论以何种形式，对出售方均无约束力，仅构成向客户发出的订单邀请。出售方发出的所有报价均可撤销且有权随时予以变更而无需另行通知。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。出售方有权拒绝任何订单且无须说明理由。

2.2 Price quotations based on estimated or projected quantities are subject to increase if 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陈述和协议，对出售方没有约束力，除非且仅在该等口头陈述得到出售方正式授权的代表书面确认。

2.4 Except as provided for in article 7.3, any samples supplied to Customer are supplied solely for information or testing 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.
除第 7.3 条规定的情况外，提供给客户的任何样品仅供其了解信息或测试之用，任何情况下都不包含任何明示或默示的条件或保证，包括有关质量、规格、适用于商业用途或适用于其他目的，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.
每次交付均构成独立交易，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, customs, trade or similar 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以出售方确认书为准。除非双方另有约定，出售方的价格包含标准包装费用，但不包含增值税或任何其他税费、关税、贸易税或类似的税费或征费，也不包含与货物交付有关的任何其他费用（"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，出售方应将其列在向客户开具的发票中或单独向客户开具发票。若出售方给予折扣，该折扣仅适用于出售方确认书中明确提及的交付。

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为固定价格，否则，若决定成本价格的因素出现上涨，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、薪金、社保缴费、政府收费、运输成本和保险费。出售方应将此类价格上涨情况通知客户。

4 Payment 付款

4.1 Unless otherwise stated in Seller's Confirmation, payment shall be made in net cash and received by Seller within thirty (30) days of the invoice date. Payments discharge the debt only when credited to the Seller's designated bank accounts (awareness of cybercrime risks). All payments shall be made without any tax deductions 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，且出售方应在发票日期起 30 天内收到上述款项。付款仅在金额存至出售方指定银行账户时方构成债务清偿（提请关注网络犯罪风险）。任何付款均不得进行税务扣除并免于任何抵销或反请求。

4.2 Regarding Customer's payment obligations, 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.
就客户的付款义务而言，付款期限至关重要。在不影响出售方任何其他权利的前提下，出售方可对任何逾期付款按 12%的年利率或适用相关法律规定年利率的 1.5 倍中的较高者计收利息，但不得超过适用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（包括但不限于合理的律师费、专家费、审理费用和其他诉讼费用）均应由客户承担。

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.

即便客户作出相反指示，客户的每笔付款，应首先用于支付其拖欠的司法与非司法费用及利息，剩余部分再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。逾期未通知的，视为客户已经认可了该发票。

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出具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 plus/minus zero-point five percent (+/- 0.5%) of the quantity of Goods delivered in relation to that indicted in Seller's Confirmation is possible and accepted by Customer. Especially for Goods delivered in bulk, a delivery tolerance of plus/minus three percent (+/- 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，不视为关键要素。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附带性损害承担责任。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，客户可以接受的交货公差为与出售方确认的订购数量的+/- 3%。客户有义务按照出售方确认书中规定的价格标准支付实际交付货物数量的价款。

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:
就客户不正当地未接收货物、拒收货物、取消或否认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任何其他损失之外，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
上述货物的全部价款，若出售方客观上无法将货物转售给第三方；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.
相当于货物价款 50%的损害赔偿金，若出售方可将货物转售或法律不允许追索价款。

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

7.1 On delivery, Customer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements.
在交付时，客户应对货物进行检验，并确认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. Any handling, use, modification, processing,

transportation, storage and sale of the Goods ("Use") 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，则视为客户已无条件接受货物。对货物的任何搬运、使用、改动、加工、运输、储存或销售（"使用"），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权利的放弃。

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 Seller's most recent specifications 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.
出售方确认书中所述的部分货物的缺陷不赋予客户拒收全部货物的权利。如有任何异议均不影响客户在第 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确认不成立和/或被驳回，或缺陷得到完全补救。

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 shall remain with Seller unless and until Seller has received payment in full for (i) the price of the Goods; and (ii) all other sums due from the Customer to the Seller under any Contract, such as expenses, charges and fees of all kinds, together the "All-Monies Debt". Until payment for All-Monies Debt is received in full by Seller, Seller shall retain full legal and beneficial ownership of the Goods, specifically any form of retention of title that is valid and enforceable under the law governing the Contract and/or the place of shipment/delivery/the Good's situation ("Retention of Title").
直至出售方收到以下全部付款：(i) 货物价款；及(ii) 客户根据任何合同应支付给出售方的所有其他款项，如各类开支、收费及费用等（"全部欠款"），货物的所有权才转移给客户，否则货物的所有权仍由出售方拥有。在出售方全额收到全部欠款前，出售方保留货物的完整法定所有权及受益所有权，特别是根据合同管辖法律/或货物装运地/交付地/货物所在地法律有效且可执行的任何形式的所有权保留（"所有权保留"）。

8.4 Customer shall cooperate in any measures to ensure that Seller's Retention of Title is in no way prejudiced. Until title passes the Customer shall (i) hold the Goods as bailee for the Seller, keep them separate and insure them fully; (ii) not process, mix or incorporate the Goods except in the ordinary course; (iii) if Goods are processed or incorporated, store resulting products separately and hold them on trust; (iv) if Goods are resold, act as agent of the Seller and hold proceeds on trust in a separate account; (v) adequately insure the Goods, any losses incurred by the Customer or the Seller due to a failure to insure shall be borne by the customer; (vi) notify the Seller immediately of any claims by third parties which may affect the Goods and Seller's title and Retention of Title.

客户应采取一切必要措施配合，以确保出售方的所有权保留不受任何损害。在所有权转移前，客户应：(i) 作为出售方的受托人保管货物，将货物单独存放并足额投保；(ii) 除正常业务过程外，不得对货物进行加工、混合或附合；(iii) 若货物被加工或混合，应将加工或混合后的产品单独存放并以信托方式持有；(iv) 若转售货物，应以出售方代理人身份行事，并将转售所得款项以信托方式存入单独账户；(v) 为货物足额投保，如果不予投保造成客户或出售方额外损失的由客户承担；(vi) 如有第三方提出可能影响货物、出售方所有权及所有权保留权的索赔，应立即通知出售方。

8.5 By concluding a Contract Customer 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. The Seller, however, shall not be obliged to register this Article 8 or any notice in any public registry.
通过订立合同，客户授权出售方根据相关国家法律，以规定形式在公共登记簿、账簿或类似记录中登记或通知所有权保留事宜，并完成所有相应手续，相关费用由客户承担。但出售方并无义务将本第 8 条或任何通知在任何公共登记机构进行登记。

8.6 At the Seller's request and expense, the Customer shall execute any documents and take steps necessary to perfect or maintain the Seller's rights under these Conditions in any jurisdiction.
应出售方要求并由出售方承担费用，客户应签署任何文件并采取必要措施，以在任何司法管辖区内完善或维护出售方根据本条款所享有的权利。

8.7 In the event of termination based on 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. If payment is overdue or the Customer enters insolvency, bankruptcy, winding-up, composition with creditors or analogous proceedings, the Seller may repossess any Goods to which title has not passed, entering Customer's premises if necessary.
若发生按照本条款第 16 条规定的终止事宜，在无损于出售方的其他任何权利的前提下，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。若付款逾期，或客户进入破产、资不抵债、清算、与债权人和解或类似程序，出售方有权取回所有权尚未转移的任何货物，必要时可进入客户场所。

8.8 Nothing in this clause creates a mortgage, charge, pledge, lien, trust arrangement by way of security or any other security interest under any applicable law (including the Civil Code of the People's Republic of China, the UK Companies Act 2006, Insolvency Act 1986, Insolvency (Scotland) Act 1986 or equivalent).
本条款的任何内容均不构成任何适用法律（包括但不限于《中华人民共和国民法典》《2006年英国公司法》《1986年破产法》《1986年破产（苏格兰）法》或其同等法律）下的抵押、押记、质押、留置、以担保方式设立的信托安排或任何其他担保权益。

9 Limited warranty 有限保证

9.1 Seller solely warrants that, on delivery date, 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 replace 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自行选择（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, following discovery (Article 7.1), and, if applicable, the return of the Goods, in accordance with article 7 of these Conditions. Shipping costs shall only be borne by Seller to the extent that the complained Goods were non-conform with Specifications (Article 9.1).
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发现货物不符合规格（第 7.1 条）后及时通知时产生，且在适用货物退回时，应按照本条款第7条处理。运输费用仅当被发现异常的货物确不符合规格要求（第9.1条）时，才由出售方承担。

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、默示、法定、约定或其他方式的保证、陈述、条件或其他条款，包括但不限于任何适用于商业用途、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, marketability, suitability for Customer's intended use (unless explicitly approved by Seller, beforehand and in writing), 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 net invoice value of the non-conforming batch of 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、生产故障、适销性、对客户预期用途的适用性（除非出售方事先书面明确批准）、其他货物的损害等，无论其源自违反保证、违约、虚假陈述、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不合格货物批次的净发票价值。

10.2 Under no circumstances, Seller shall be liable for (i) Customer's or third parties' actions or omissions (including, but not limited to environmental, health and safety requirements in the Use of Goods), (ii) Use of Goods in conjunction with products which are no Goods, or (iii) normal wear and tear of Goods.
在任何情况下，出售方均不对以下情况承担责任：(i) 客户或第三方的作为或不作为（包括但不限于货物使用中的环境、健康和安全要求）；(ii) 将货物与非本条款项下货物产品结合使用；或 (iii) 货物的正常磨损。

10.3 Within the limits of Article 10.1, and unless otherwise stipulated by applicable mandatory law (such as product liability laws), Seller is only liable for wilful intent and gross negligence, both for Seller's own actions/omissions and those of Seller's auxiliary persons.
在本条款第 10.1 规定的限制范围之内，且除非适用的强制性法律（如产品责任法）另有规定，出售方仅对因其故意或重大过失承担责任，不论是其自身还是其辅助人员的作为及不作为。

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, pandemic, 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、法规、条例、规章、立法措施、政府行为或其他行政措施、任何法院的命令或裁决、地震、洪水、火灾、爆炸、战争、恐怖活动、暴乱、蓄意破坏、事故、地区性流行病、全球性流行病、罢工、停工、怠工、劳工骚乱、劳工或原材料短缺、运输短缺或中断、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。若发生任何延迟交付的，交付义务应中止直至不可抗力的影响消除。但是，若不可抗力事项持续或预计持续至约定交付日期后超过两（2）个月，则任何一方有权取消出售方确认书中受到影响的部分，且无需对另一方承担任何责任。

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.
如果发生无法预见的事件，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，则应对合同作出适当调整。如果该等调整在经济上不合理，出售方有权终止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.
如果出售方有意终止合同，则需在意识到事件的后果后立即通知客户；即使双方此前已经同意推迟交付，本条款同样适用。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, in writing, 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.
除非双方书面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. Information provided about the suitability and Use of the Goods have been assembled with great care but, however, do not release Customer from its own obligation to follow Seller's information and to seek Seller's advice, if needed. Customer shall indemnify and hold Seller harmless from and against 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，客户必须利用并完全依赖自身的专业知识、技术诀窍和判断力来处理。与货物适用性和使用有关的信息虽经审慎整理，但并不免除客户自行遵循出售方信息、必要时征询出售方意见的义务。因货物、客户对货物的使用和/或客户对出售方或代表出售方披露或提供的任何信息的使用或应用，所引起或与之相关的任何和所有损害、损失、成本、费用、索赔、要求和责任，客户应予以赔偿并使出售方免受损害。

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

13.1 Within the limits of applicable mandatory law, 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.
在适用的强制性法律允许的范围内，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、条例、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 (meaning information relating to an identified or identifiable natural person) received from the other party, such processing shall only be done to comply with the obligations under the Contract, always 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"), and the Swiss Federal Act on Data Protection. 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（指与已识别或可识别的自然人相关的信息）而言，此类处理只能用于遵守合同约定的义务，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”）以及《瑞士联邦数据保护法》。提供数据的一方可以要求另一方签署一份处理协议。

13.3 Seller and Customer agree that (i) any transfer of Personal Data outside the People's Republic of China (including the Hong Kong SAR, Macao SAR, and Taiwan region) must ensure that it complies with the conditions and procedures stipulated by Chinese laws and regulations, and meets the compliance requirements of the laws at the location of the data recipient (if applicable), (ii) both parties are responsible for allowing the exercise of any concerned person's data protection rights related to the Contract, (iii) any Personal Data breach shall be reported to the other party and remedied without delay, and (iv) upon termination of the business relationship, parties will return or delete all Personal Data unless applicable mandatory law requires retention.
出售方与客户同意：(i) 任何将个人数据向中华人民共和国境外（包括港澳台地区）进行的传输，必须确保其符合中国法律、法规规定的条件与程序，并满足数据接收方所在地法律（如适用）的合规要求；(ii) 双方均有责任允许数据主体行使其与合同相关的数据保护权利；(iii) 任何个人数据泄露均须立即通知另一方并予以补救；(iv) 业务关系终止后，除非适用的强制性法律要求保留，否则双方应返还或删除所有个人数据。

14 Export control compliance and end-use restrictions **出口管制合规与最终用途限制**

14.1 Customer acknowledges that the Goods supplied by Seller to Customer under the Contract may be subject to export control laws and regulations, including but not limited to those of the European Union, United Kingdom, Switzerland, and the United States regarding their intended end-use. Customer agrees to comply fully with all applicable export laws and regulations and shall not sell, supply, transfer, export, or re-export directly or indirectly the Goods to any natural or legal person, entity, or body in any destination prohibited by applicable law and in any sanctioned countries as determined by the European Union, United Kingdom, Switzerland, or the United States.
客户确认，出售方根据合同提供的货物可能受到出口管制法律法规的约束，包括但不限于欧盟、英国、瑞士和美国关于其预期最终用途的法律法规。客户同意完全遵守所有适用的出口法律法规，并且不得直接或间接向任何适用法律禁止的目的地以及欧盟、英国、瑞士或美国认定的任何受制裁国家的任何自然人、法人、实体或机构销售、供应、转让、出口或再出口货物。

14.2 Customer agrees that the Goods (and any replica thereof), in their entirety or in part, (i) shall not be used in any way in connection with weapons of mass destruction (chemical, biological or nuclear weapons), military end-use or violation of human rights in the sense of Art. 4 Reg. (EU) 2021/821 but for civil end-uses only, (ii) shall not be used, sold, or otherwise disposed of for the unlawful manufacturing of drugs, (iii) shall only be used for, sold to, or delivered to a third

person/company on condition that it accepts the commitments of Customer's end-use statement as binding for itself and on condition that it is known to be trustworthy and reliable in the observance of such commitments.
客户同意，货物（及其任何复制品）的全部或部分：(i) 不得以任何方式与大规模毁灭性武器（化学、生物或核武器）、军事最终用途或违反欧盟第 2021/821 号条例第 4 条意义下的人权相关联，而仅用于民用最终用途；(ii) 不得用于、销售给或以其他方式处置给用于非法制造毒品；(iii) 仅在以下条件下方可向第三方个人/公司使用、销售或交付：该第三方接受客户最终用途声明中的承诺对其自身具有约束力，且已知其在遵守此类承诺方面值得信赖和可靠。

14.3 Upon justified requests, i.e., inquiries from authorities or the press, or concerns about compliance with the Conditions, the Customer shall provide information about all related transactions of the Goods and regarding Customer's buyers related therewith. Commercial terms of sale are excluded from disclosure.
经合理请求（例如，来自当局或媒体的询问，或对是否遵守本条款存疑），客户应提供关于货物所有相关交易以及与此相关的客户买方的信息。销售的商业条款不在披露范围内。

14.4 The Customer shall indemnify Seller against all costs, in particular costs of reasonable legal advice, legal proceedings, reputation damage and media consulting, which arise, directly or indirectly, from any non-compliance with export control and end-use restrictions. The Customer shall promptly notify the Seller of any suspected violations or diversion risks.
对于因任何违反出口管制和最终用途限制的行为直接或间接产生的一切费用（尤其是合理的法律咨询、法律诉讼、声誉损害和媒体咨询费用），客户应向出售方作出赔偿。客户应立即将任何疑似违规行为或转移风险通知出售方。

14.5 Customer further acknowledges that the Goods supplied by Seller may be subject to the export control laws and regulations of the People's Republic of China, including the Export Control Law of the People's Republic of China (effective December 1, 2020) and the Regulations on the Export Control of Dual-Use Items (effective December 1, 2024), and undertakes to comply with all obligations thereunder, including but not limited to: (i) obtaining all licences, permits and other authorisations required prior to any export, re-export or transfer of the Goods; (ii) not changing the end-use or end-user without prior written approval of the competent authorities; and (iii) providing Seller with any end-user and end-use certification that Seller may reasonably request.
客户进一步确认，出售方提供的货物可能受中华人民共和国出口管制法律法规的约束，包括《中华人民共和国出口管制法》（2020 年 12 月 1 日生效）及《两用物项出口管制条例》（2024 年 12 月 1 日生效），并承诺遵守上述法律法规项下的全部义务，包括但不限于：(i) 在任何出口、再出口或转让货物之前取得所有必要的许可、批准及其他授权；(ii) 未经主管机关事先书面批准，不得变更最终用途或最终用户；及 (iii) 应出售方合理要求，提供任何最终用户和最终用途证明文件。

15 Independent contractors 独立缔约方

15.1 Seller and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No 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。任何一方对第三方承担的义务，均不得以任何方式约束另一方。

16 Non-assignment 不转让

16.1 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任何母公司、子公司或关联公司或转让给收购出售方与货物有关的全部或重大资产或业务的第三方。

16.2 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。

17 Suspension and termination 中止和终止

17.1 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:
若发生下列任一情形：(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在计划交付日之前以及在任何情况下出售方要求提供履约保证的 三十（30）日内，客户未能向出售方提供足够履约保证(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、进入清算程序（出于重组或合并目的除外）或进入破产程序、由受信托人或指定的接收人或管理人对客户的全部或重大财产进行接管、客户就其他债权人利益达成安排或作任何转让，则在不损害其任何其他权利的情况下，出售方可立即书面通知：

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已交付货物，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.
中止履行或终止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。

17.2 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, 所有出售方未决债权应视为到期应付，需立即对出售方交付的未取回的货物数量按比例支付货款。

18 Waiver 弃权

18.1 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。

19 Severability and conversion 可分割性和转换

19.1 If 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在任何方面均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。

20 Limitation of action **诉讼限制**

20.1 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，除非客户在首次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。

21 Governing law and jurisdiction **适用法律和管辖**

21.1 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. Parties agree that these Conditions shall always prevail over non-mandatory statutory law.
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。双方同意，本条款始终优先于非强制性的制定法适用。

21.2 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进本条款，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起异议的权利。

21.3 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。

22 Survival of rights **权利的存续**

22.1 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各自的继承人、经许可的受让方、董事、高级管理人员、雇员、代理人和法定代表人均有约束力并对其适用。双方无论因任何原因终止一个或多个权利和义务，均不影响本条款中旨在该等终止后继续有效的各项规定的效力。

23 Headings **标题**

23.1 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。

24 Intellectual Property 知识产权

24.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed because of the Contract and cannot be held liable for any loss or damages in that respect.
出售方并未核查因合同履行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。

24.2 The Contract 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.
合同履行中无论以默示或其他方式，均不表示对与货物组成和/或应用有关的任何知识产权给予许可，并且客户明确承担由于货物进口、使用（无论其单独使用，或与其他材料结合使用，亦或在加工过程中）而产生的任何知识产权侵权风险。

25 Confidentiality 保密

25.1 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 the Contract.
一方（“披露方”）提供或代表其提供的任何及所有信息均应视为保密信息，仅可以被收到该信息的一方（“接受方”）用于合同目的。

25.2 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 these Conditions and the Contract as confidential. References to the other party’s name, logo or similar shall require the other party’s prior written consent.
接受方仅可对确有必要获悉信息的员工或第三方披露信息，但若接受方应法院要求或按法定义务而被要求披露信息，则应立即通知披露方。一经要求，接受方应及时将所有此类信息返还给披露方。除非按法定要求有义务保留外，否则接收方不得保留副本。双方应对本条款及合同的存在予以保密。提及对方名称、标识或类似信息，均须事先获得另一方的书面同意。

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。