



一般条款和条件General Terms and Conditions

定义:如使用贸易术语,除非由卖方以书面形式修改,本合同使用的贸易术语遵循《国际贸易术语解释通则2010》所定义。  
Definition: If commercial terms are utilized, unless modified in writing by Seller commercial terms utilized herein shall be defined in Incoterms 2010.

装卸条件:除非本合同另有规定,产品价格包括买方指定仓库装车服务费,但不包括买方仓库卸车服务费。 Loading & Unloading: Unless otherwise provided in this contract, the product price includes loading service fee at warehouse designated by Seller, but does not include unloading service fee at Buyer's warehouse.

提交异议的限期:产品交付后,买方应立即检查产品的数量与包装,如买方无异议,视为产品的质量与包装符合双方约定。买方应自产品交付之日起三十(30)日内对产品质量进行检查,如买方未在该期限内对产品质量提出异议,视为产品质量符合双方约定。对于买方在上述期限之后提出的索赔,卖方不承担任何责任。在遵守上述条款的前提下,如买方认为产品存在质量瑕疵,买方应及时向卖方提供证据和样品,且应采取一切必要手段减少产品损失扩大的风险。无论如何,买方对于交货后因买方储存不当而导致的产质量瑕疵不承担任何责任。

Deadline for Raising Objection: After the delivery of the product, Buyer shall immediately inspect the quantity and packing of the product; if no objection is raised by Buyer, the quantity and packing of the product shall be deemed to be in conformity with the agreed provisions between the parties. Buyer shall inspect the quality of the product within thirty (30) days after delivery of the product; if no objection is raised within the above period, the quality of the product shall be deemed to be in conformity with the agreed provisions between the parties. Seller shall not be liable for any claim raised by Buyer after the abovementioned time limit. Subject to the above clause, in case of any defect in quality of the product claimed by Buyer, Buyer shall promptly provide evidences and samples to Seller and take any necessary step for reducing risks of further damages on the product. In no case shall Seller be liable for any defect in quality of the products caused due to improper storage of the product by Buyer after delivery. 产品质量:除非本合同另有约定,产品质量依照卖方标准销售规范。 Quality Specification: Product quality shall comply with the Standard Sales Specification of Seller, unless as otherwise specified herein.

取消合同:在采用信用证付款的情况下,如卖方不能在其指定的信用证开具期限内收到其满意的信用证,卖方有权单方面取消本合同,对买方不负任何责任,同时有向买方追索因此取消合同可能发生的任何费用和责任。 Cancellation of the Contract: IN CASE THAT THE PAYMENT IS MADE BY L/C, IF A L/C TO THE SATISFACTION OF SELLER CAN NOT BE RECEIVED WITHIN THE L/C OPENING DATE RANGE SPECIFIED BY SELLER, SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT, AND WILL NOT BEAR ANY RESPONSIBILITY TO BUYER. MEANWHILE, SELLER RESERVES THE RIGHT TO CLAIM AGAINST BUYER FOR ANY COST AND LOSS ARISING FROM CANCELLATION OF THIS CONTRACT DUE TO THIS REASON.

保证:卖方保证产品在装运时符合质量标准,但就产品不再明示或暗示承担其他任何法定或其他的保证,包括但不限于:不保证符合特殊目的需要,不保证适销符合,不保证符合种类似描述或样品。 Warrants: Seller warrants that product shall meet quality specification at loading but makes no other express or implied warranty statutory or otherwise, concerning the product including, without limitation, no warranty for fitness for a particular purpose or warranty of merchantability or warranty as to quality correspondence with description or sample.

交付:产品将根据双方约定的国际贸易术语进行交付。特别地,除非双方另有约定,如适用 EXW (工厂交货),当卖方在交货期间未在卖方工厂或仓库将货物交给买方处置时,即完成交付,卖方不负责装货;如适用DDP (完税后交货),当卖方在交货期间内将货物运送至买方指定地点且做好收货准备时,即完成交付,卖方不负责卸货。 Delivery: The product shall be delivered in accordance with the Incoterms agreed by the parties. Particularly, unless otherwise agreed by the parties, in case of use of "EXW (EX Works), the delivery shall be completed when Seller places the product at the disposal of Buyer at Seller's plant or warehouse during the delivery period, and Seller shall not be responsible for the loading of the product; in case of use of "DDP (Delivered Duty Paid), the delivery shall be completed when Seller places the product ready for unloading at the place designated by Buyer during the delivery period, and Seller shall not be responsible for the unloading of the product.

所有权:在收到全额支付的销售价款之前,卖方保留产品的完整所有权。 Title: Seller retains full ownership of the products until full payment of the selling price has been received. 风险:产品的风险在产品交付时从卖方转至买方。 Risk: Risk of the product shall pass from Seller to Buyer when the product is delivered.

责任限制:卖方在本合同下或与本合同有关的责任(不论是合同责任、严格责任或侵权责任或其他)在任何情况下皆将限于所涉产品及产品的销售价格。在任何情况下,卖方对于买方所遭受的与供应给买方的产品有关的间接或附带损失、利润损失不承担任何责任。 Limitation of Liability: Seller's liability under or in connection with this contract (whether in contract, tort, strict liability or otherwise) shall be, in any case, strictly limited to the contract price of the product involved. Under no circumstances shall Seller be liable for any indirect or consequential loss or loss of profits suffered by Buyer in connection with the supply to Buyer of the product.

付款:买方应当依照合同条款支付货款至合同所列账户或者卖方书面通知的账户(如若不一致,以最新通知的账户为准)。如买方在本合同或与卖方的其他业务往来中有拖欠欠款的行为,卖方有权中止履行本合同直至上述欠款全部结清。此情况造成交货延误和卖方任何支出的,除交货期顺延外,卖方亦有权要求买方给予相应补偿。 Payment: Buyer shall make the payment to the bank account described in this agreement or the bank account notified by Seller in writing (in case of inconsistency, the latest bank account notified by Seller shall prevail) according to the provisions of this contract. If Buyer has unpaid account payable to Seller in this contract or in any other business between the parties, Seller has right to suspend its performance of this contract until the said unpaid account is all settled. If delay in delivery is caused and any of Seller's expenditures arise accordingly, besides

the time of delivery shall be deferred, Seller shall be entitled to the compensation from Buyer.

交货期间:卖方应根据双方约定的交货期间向买方交付货物,而买方应当在该期间内及时提取货物。如买方逾期提取货物,卖方有权单方面解除合同,并要求买方支付由此产生的额外仓储费和其他费用。 Delivery Period: Seller shall deliver the product in accordance with the delivery period agreed by both parties, and Buyer shall promptly take delivery of the product during such period. In case Buyer delays in taking delivery of the product, Seller shall have the right to terminate this contract unilaterally and request Buyer to pay the extra storage fee and other fees arising therefrom.

保险:如适用,卖方针对海运按照发票金额的110%投保一切险和战争险,受益人为买方。 Insurance: If applicable, Seller shall cover ocean marine transportation all risks and war risks for 110% of the invoice, in favor of Buyer.

转厂贸易:如是转厂贸易,买方应在卖方交付产品后二十(20)日内将转厂相关文件返还给卖方以便卖方及时完成出口报关。如买方延迟交付上述文件导致卖方遭受损失,买方应对卖方进行赔偿。 Transplant Business: In case of transplant business, Buyer shall return the documents relating to transplant to Seller within twenty (20) days after delivery of the product by Seller so that Seller may promptly complete the customs clearance for the export. In case of any loss incurred by Seller due to late delivery of above documents by Buyer, Buyer shall indemnify Seller from its losses.

不可抗力:卖方和买方对于因不可抗力导致的合同义务履行不能或迟延(付款义务除外)不承担任何责任。为本合同之目的,“不可抗力”包含超出一方合理控制、防止或阻碍合同的正常履行,且该方经过所有合理措施仍无法避免的任何事件或情况,包括但不限于:战争、叛乱活动、恐怖活动、暴乱、叛乱或内乱,洪水,地震,雷电或其他自然灾害,爆炸,火灾,征收,国有化,征用或其他政府干预,对法令、命令、条例或其他具有法律效力的规则或规定的遵守,航海事故,罢工,停工,卖方或买方工厂的故障、事故或伤害,卖方工厂停车(包括但不限于为预防运行事故进行的停车,运行事故导致的停车,设备失灵导致的停车),以及其他紧急事件导致的非计划性停车),机械、机械设备及船只故障,原材料的生产、接收、处理和交付所受到的干涉,以及电力、水力、燃料无法获得或缺乏,如仅为劳力、设备或供应短缺不构成不可抗力,除非是因不可抗力引起。为避免疑问,不可抗力影响卖方工厂或卖方的供应商生产产品的工厂视为影响卖方。如一方因不可抗力导致不能或迟延履行合同义务,该方应立即书面通知另一方,告知具体不可抗力事件及受到影响的义务,受不可抗力影响的一方应尽一切合理努力减小不可抗力对履行合同义务的影响并在不可抗力事件消除后尽快继续履行。如不可抗力事件持续十(10)周以上,另一方有权取消本合同。 Force Majeure: Seller and Buyer shall be released from liability to perform or delay in performance of any obligation under this contract (other than the payment of money) due to force majeure. For the purpose of this contract, "force majeure" shall comprise any events or circumstances beyond the reasonable control of a party which prevent or impede the due performance of this contract and which by the exercise of all reasonable diligence such party is unable to prevent, including but not limited to acts of war, sabotage, terrorism, riots, rebellion or civil commotion, flood, earthquakes, lightning or other natural physical disaster, explosion, fire, expropriation, nationalization, requisition or other interference by any governmental authority, compliance with any statute, order, by-law or other rule or regulation having the force of law, accident of navigation, strikes, lockouts, breakdown of or accident or injury in or about the plant of Seller or Buyer, shutdown of Seller's plant (including but not limited to shutdown aimed to prevent operating accidents, shutdown caused by operating accidents, shutdown caused by equipment failures, or other unplanned shutdown caused by emergencies), machinery, facilities or vessels failure or interference with the manufacturing, receiving, handling or delivery of feedstock of product as well as the inability to obtain or the curtailment of electric power, water, or fuel. The mere shortage of labour, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure. For the avoidance of doubt, force majeure affecting Seller's plant or Seller's supplier's plant producing the product shall be deemed to affect Seller. If either party is prevented or delayed from or in performing any of its obligations under this contract by force majeure it shall promptly give written notice to that effect to the other party, stating the particular of such force majeure and of the obligations thereby affected. A party so affected by force majeure shall use every reasonable effort to minimize the effects of force majeure upon the performance of this contract and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of force majeure. If the circumstances of force majeure lasts for more than ten (10) weeks, the other party shall have the right to cancel this contract.

保密:一方(“接收方”)应向另一方(“披露方”)向其提供的与本合同履行相关的任何和所有商业、财务及技术信息(“保密信息”)予以严格保密。接收方应有权为本合同履行之目的使用保密信息,且不得将该等信息披露给任何第三。接收方员工或代理,除非其参与本合同的履行。本款不适用于因遵守法定、会计或监管义务而产生的强制性披露。接收方承诺,在本合同期间及本合同终止后五(5)年内,遵守上述保密义务,并确保其员工、代理及分包方遵守前述义务。但如果该等信息已处于公有领域或接收方已通过其他途径合法取得,接收方将对该等信息的披露不承担责任。在本合同期限届满或提前终止后,应披露方要求,接收方应立即归还所有保密信息的原件及副本。 Confidentiality: Any and all the commercial, financial or technical information ("Confidential Information") provided by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the performance of this contract shall be treated as strictly confidential by Receiving Party. Receiving Party shall only be entitled to use the Confidential Information for the performance of this contract and shall not disclose the same to any third party or to any staff or agent of Receiving Party other than to those who are involved in the performance of this contract. This paragraph shall not apply to the extent that such disclosure is mandatory by virtue of any statutory, accounting or regulatory obligations. Receiving Party undertakes to comply with above obligations of confidentiality and shall cause its employees, agents and sub-contractors to do the same, throughout the

duration of this contract and for a further period of five (5) years after the termination of this contract. Receiving Party shall however not be liable for the disclosure of such information to the extent that such information is in the public domain or has been legitimately obtained by Receiving Party from other sources. At the expiry or earlier termination of this contract, Receiving Party shall, upon Disclosing Party's request, promptly return all the originals of the Confidential Information and any copies thereof.

合规:在本合同执行过程中,买卖双方声明并保证充分遵守各自行为规范(副本可在各自网站获得,或书面索取)中所列出的适用法律和原则,履行本合同。如果一方不具备该等行为规范,本合同应遵循另一方行为规范中的原则。买方将遵守本合同附件中的反腐败承诺。 Compliance: During the implementation of this contract, Seller and Buyer represent and warrant to perform this contract in full compliance with the applicable laws and principles set out in their respective Code of Conduct (a copy of which is available on their respective website or on request). In the absence of such Code of Conduct for one of the parties, this contract shall comply with the principles of the Code of Conduct of the other party. Buyer will comply with the anti-corruption undertakings as per the Appendix of this contract. 国际经济制裁合规:双方履行本合同必须符合适用于双方的出口管制、国际经济制裁法律或法规(“国际经济制裁法”)。如果有可能不符合、违反或与国际经济制裁法不一致,或者有可能使得一方受到国际经济制裁法项下的处罚措施,则该方无义务履行本合同项下的义务,在此情形下,该方(“受影响方”)应当合理可行地尽快书面通知另一方其无法履行。一旦发出该等书面通知,受影响方可以(i)中止履行本合同项下受影响的义务,直至受影响方可以合理履行该等义务;(ii)在受影响方无法履行该等义务的情形下,终止本合同。 Compliance with international economic sanctions: The parties must perform this contract in compliance with export control and/or international economic sanctions laws or regulations that apply to the parties ("International Economic Sections Law"). Neither party shall be obliged to perform any obligation under this contract if this would be in compliance with, in violation of, inconsistent with, or expose a party to punitive measures under International Economic Sections Law. In this event, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given by the Affected Party may either: (i) suspend the performance of the affected obligation under this contract until the Affected Party may lawfully discharge such obligation or; (ii) terminate this contract where the Affected Party may not lawfully discharge such obligation.

适用法律:本合同的各个要素,包括有效性、解释、履行、运作及执行均受中国香港法管辖。 Governing Law: The law of the Hong Kong SAR governs all aspects of this contract, including its validity, interpretation, performance, operation and enforcement. 争议解决:凡因本合同引起的或与本合同有关的任何争议,均应提交香港国际仲裁中心,按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地点为香港,仲裁裁决是终局的,对各方均有约束力。 Settlement of Disputes: Any disputes arising from or in connection with this contract shall be submitted to Hong Kong International Arbitration Center ("HKIAC") for arbitration which shall be conducted in accordance with the HKIAC's arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Hong Kong. The arbitral award is final and binding upon all parties.

文本:本合同以中文及英文两种书就,一式两份,各方各执一份。如中英文存在不一致之处,英文优先适用。 Version: This contract is made in both Chinese and English in two originals with each party takes one. If there is any discrepancy between the Chinese and English versions, the English shall prevail.

合同生效:本合同经双方签字或盖章(包括打印的公章)后有效。合同附件(如有)与本合同具有同等法律效力。 Effectiveness: This contract is effective after both parties signed or chopped (including the printed chop). The Appendices (if any) have same legal effectiveness as this contract. Specific terms & conditions (特殊条款)

Appendix: Anti-corruption Undertakings

1. Buyer warrants that neither it, nor one of its associates, lawyers or one of its personnel, has made or offered and will make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any Public Official (i.e. any individual holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization, an official of a public party or candidate for public office), where such payment, gift, promise or advantage would be for purposes of: (i) influencing any act or decision of such Public Official; (ii) inducing such Public Official to do or omit to do any act in violation of his or her lawful duties; (iii) securing any improper advantage; or (iv) inducing such Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise;

2. Buyer warrants that it has not made or offered and will not make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) where such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do something or refrain from doing something that would violate the laws applicable to the activities under the contract.

3. Buyer shall cause its personnel and subcontractors to comply with the obligations set forth in these undertakings and to warrant the same under the terms of their agreements with such subcontractors.

4. All financial settlements, billings and reports rendered to Seller shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the contract. Buyer also shall maintain adequate internal controls to ensure that all payments made in performance of the contract are authorized and in compliance with the contract. Seller reserves the right to perform itself or through a duly authorized representative, audits at Buyer's premise of all payments made by or on behalf of Buyer for work/services performed under the contract. Buyer agrees to cooperate fully in any such audit, including by making its books and records available to Seller or its duly authorized representative

and by answering any questions that Seller may have relating to the Buyer's performance under this contract.

5. All payments by Seller to Buyer shall be made in accordance with the terms of payment specified in this Contract. The payment indications notified in the Buyer's invoices shall be deemed to constitute a representation and warranty by Buyer that the bank account so notified is owned solely by Buyer and that no person other than Buyer has any ownership of or interest in such account.

6. Buyer represents and warrants that no Public Official or Close Family Member of a Public Official owns or possesses, directly or indirectly, shares or any other beneficial interest in Buyer (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of Buyer, except for any ownership, interest or position that Buyer has disclosed to Seller in writing. The foregoing representation and warranty will continue so long as this contract remains in effect. Buyer agrees to notify Seller promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a Public Official or a Close Family Member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in Buyer, or is or becomes a director, officer or agent of Buyer, Buyer shall take appropriate steps to ensure that such Public Official or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation of China prohibiting conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in articles 1 and 2 above.

7. Without prejudice to any other rights or remedies Seller otherwise may have hereunder or at law, including but not limited to damages for breach of contract, if any of the undertakings or requirements of these undertakings have not been complied with or fulfilled by Buyer in any material respect, Seller shall have the right: (i) to suspend payment and/or require reimbursement of any advance payment made under the contract (if any), and/or (ii) to terminate the contract for Buyer's default with immediate effect pursuant to this Contract.

8. Definitions: "Public Official" means an elected or appointed official, employee or agent of any national, regional or local government/states or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization. "Close Family Member of a Public Official" means a spouse or partner, one of his/her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member.

附件:反腐败承诺

1. 买方在此保证其自身以及其合作方、律师或人员,未曾且将不会为下述目的,直接或通过中间方向任何公职人员(系指任何在立法、行政或司法机关中任职的个人,包括任何政府机构、国营企业或国际公共组织行使公共职能的个人,以及公共官员的官员或公共机构的候选人)或为利用任何公职人员,提供任何金钱、礼物、承诺或其他利益;(ii) 影响该等公职人员的行为或决定;(iii) 诱使该等公职人员违反其法定职责进行作为或不作为;(iv) 获取任何不正当利益;或(iv) 诱使该等公职人员运用其影响力影响任何政府或国营企业部门、机关、机构的行为或决定。

2. 买方在此保证其未曾且将不会直接或通过中间方向任何人员(非公职人员)或为利用该等人员,提供任何金钱、礼物、承诺或其他利益,以期诱使该等人员违反其法定职责进行作为或不作为、获取任何不正当利益、或进行其他违反可适用于本合同项下活动法例的作为或不作为。

3. 买方应使其人员及分包商遵守本承诺书中规定的义务,并保证其在与任何分包商签订的协议条款中也做出同样规定。

4. 所有与买方提交的财务结算、账单以及报告准确反映本合同履行中发生的所有活动和交易,并提供合理证据。此外,买方应保持恰当的内部控制机制,以确保在履行本合同过程中的所有付款都经过授权并符合合同。买方保留亲自或通过正式授权的的代表在买方的场所对买方为履行本合同项下工作/服务支付的所有款项或以买方名义支付的所有款项进行审计的权利。买方同意完全配合审计,包括向卖方或经卖方正式授权的的代表提供账簿和记录,以及向卖方回答与买方履行本合同相关的任何

问题。

5. 卖方向买方作出的所有付款应根据本合同的付款条款进行。买方向卖上通知的付款指涉应被视为构成买方的声明和保证,即通知的银行帐号仅为买方所有,买方之外的其他人对该账号不享有任何所有权或权益。

6. 买方在此声明并保证,并无任何公职人员或公职人员的近亲属直接或间接地拥有或占有买方的股份或其他权益(除通过有公开交易的证券,并不足以构成控制权权益),或为买方的董事、管理人员或代理,但不足以以书面形式向买方披露的任何所有权益、利益或职位除外。上述声明和保证在本合同有效期内持续有效,如发生任何将会/可能影响上述声明或保证准确性的状况,买方同意立即以书面形式通知卖方。在任何情况下,如公职人员或公职人员的近亲属直接或间接地拥有或取得了买方的股份或其他权益,或成为买方的董事、管理人员或代理,买方应采取恰当的措施以确保该等公职人员或公职人员的近亲属避免任何利益冲突,遵守中国关于禁止公职人员利益冲突的法律并遵守上述第1条及第2条中关于反腐败的约定。

7. 在不损害卖方根据本合同或法律享有的其他权利或救济(包括但不限于违约救济)的情况下,如买方在任何重大方面没有遵守或满足本承诺书的承诺或要求,卖方应有权:(i) 中止本合同项下的付款和/或要求退还预付款(如有);及/或(ii) 因买方违约,立即终止本合同。

8. 定义:“公职人员”系指国家、区域或地方政府/州或特别行政区/州的部门、机关、机构选任或委任的官员、雇员或代理人;或政府/州直接或间接拥有多数股权或控股股权的企业选任或委任的官员、雇员或代理人;政党官员;公共机构候选人以及其他国际公共组织的官员、雇员或代理人。“公职人员的近亲属”系指公职人员的配偶或伴侣;公职人员的子女、兄弟姐妹或父母;公职人员子女或兄弟姐妹的配偶或伴侣;或其他家庭成员。