

1. INTERPRETATION

释义

Buyer: the legal entity from the DIC Group of companies having its registered address within the PRC which sent the Purchase Order to Seller.

买方: 向卖方发出采购订单的 DIC 集团旗下实体, 其注册地址在中国境内。

Conditions: these general terms and conditions of purchase.

条件: 本采购通用条款与条件。

Contract: the Purchase Order and its acceptance by Seller.

合同: 经卖方接受的采购订单。

Goods: any goods or services agreed in the Contract to be bought by Buyer from Seller.

货物: 合同中约定的由买方从卖方购买的任何货物或服务。

Intellectual Property Rights includes copyright, design rights and any other form of rights over intellectual property.

知识产权包括著作权、设计权和任何其他形式的知识产权。

Purchase Order: Buyer's written instruction to supply the Goods, incorporating these Conditions.

采购订单: 买方就供应货物发出的书面指令, 包含本条件。

PRC: the People's Republic of China, for the purpose of these Conditions, excluding Hong Kong, Macau and Taiwan.

中国: 中华人民共和国, 为本条件之目的, 不包括香港、澳门和台湾。

Price: the price of the Goods.

价格: 货物的价格。

Seller: the person or legal entity accepting the Purchase Order.

卖方: 接受采购订单的个人或法人实体。

Buyer's rights under these Conditions are in addition to the statutory conditions implied in its favour under applicable laws.

本条件项下的买方权利是对适用法律所隐含的有利于买方的法定条件的补充。

2. CONDITIONS OF PURCHASE

采购条件

These Conditions shall govern the Contract and apply to all Buyer's purchases of the Goods. Terms and conditions that differ from these Conditions or from statutory conditions under applicable laws, shall apply only to the extent that they are explicitly confirmed by Buyer in writing. Buyer's acceptance of Goods, payment of any or all amount to Seller does not constitute recognition on Buyer's part of terms and conditions that vary from these Conditions.

合同应受本条件约束, 且本条件适用于买方采购的所有货物。与本条件或适用法律项下的法定条件相异的条款和条件, 应仅在经买方明确书面确认的情况下适用。买方接受货物、向卖方支付任何或全部款项的行为不构成买方对异于本条件的条款与条件的认可。

3. QUALITY AND DEFECTS

质量和缺陷

3.1 The Goods shall be the best available design, quality, material and workmanship, fit for purpose and without fault, conform in all respects to the Purchase Order and as specified in any applicable specification supplied or advised by Buyer to Seller, and comply in all respects with requirements under applicable laws. 货物应具备最佳可用的设计、质量、材料和工艺, 具有适用性且无缺陷, 在各个方面均符合采购订单的要求, 并符合买方向卖方提供或指令的任何适用规格中的要求, 且在各个方面均应符合适用法律的要求。

3.2 Buyer shall have the right to inspect the Goods and any inspection shall not affect Seller's obligations under the Contract.

买方有权检验货物, 且任何检验均不影响卖方在合同项下的义务。

3.3 Before delivery of the Goods, Seller shall inspect and test them to ensure that they accord with the terms in the Purchase Order. If Buyer requests, Seller shall supply a copy of the relevant documentation in terms of specification of the Goods. At the end of inspection and testing, Seller shall certify that the Goods have been produced in accordance with such specification.

在交付货物前, 卖方应对货物进行检验和检查, 以确保货物符合采购订单中约定的条款。如买方要求, 卖方应提供有关货物规格的相关文件的副本。检验和检查结束后, 卖方应提供货物系按照该等规格进行生产的证明。

3.4 Seller shall not unreasonably refuse any request by Buyer to inspect and test the Goods at any time before despatch.

卖方不应不合理地拒绝买方提出的在发货前任何时间对货物进行检验和检查的要求。

3.5 Seller shall remain fully responsible for the Goods, and any inspection or testing of either Seller or Buyer shall not affect Seller's obligations under the Contract.

卖方应对货物负全责, 卖方或买方对货物进行的任何检验或检查均不影响卖方在合同项下的义务。

3.6 Seller shall comply with all applicable law and regulations concerning the manufacture, sale, packaging and delivery of the Goods (including,

without limitation, all applicable anti-bribery laws of countries in which Seller does business). In addition, Seller shall ensure at all times that it complies with all applicable US Sanctions programs against certain countries (including, without limitation against Iran and Syria). Goods shall be marked in conformity with all applicable requirements and in the English language and/or Chinese language (as applicable), unless otherwise specified. In addition, Buyer shall be entitled to verify relevant qualifications, licenses and permits (including but not limited to operation permit for hazardous chemicals) of Seller which are required for business operation of Seller under applicable laws, and to make a record of the photocopies thereto before Buyer places any Purchase Order to Seller or accepts any Goods delivered by Seller. If any approval, permit or filing shall be made by either Buyer or Seller for delivery of Goods into the PRC in accordance with applicable laws, Seller shall duly apply to and obtain any such approval, permit and filing, and Buyer may provide reasonable assistance in this regard upon request by Seller.

卖方应遵守与货物的制造、销售、包装和交付相关的所有适用法律和法规（包括但不限于卖方开展业务所在国家/地区所有适用的反贿赂法律）。此外，卖方应始终确保遵守所有适用的美国针对某些国家（包括但不限于针对伊朗和叙利亚）的制裁计划。除非另有说明，货物应按照所有适用要求并以英文和/或中文（根据适用情况）进行标记。此外，在买方向卖方下达任何采购订单或接受卖方交付的任何货物之前，买方有权验证卖方根据适用法律进行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。如果根据适用法律的规定，买方或卖方应获得任何批准、许可或进行任何备案，以将货物运入中国，则卖方应正式申请并获得任何此类批准、许可和备案，且经卖方要求，买方可就此提供合理协助。

4. INDEMNITY

赔偿

Seller shall keep Buyer fully indemnified against all direct, indirect or consequential liabilities whatsoever awarded against or paid by Buyer as a result of or in connection with:

卖方应就买方遭受的由以下情形导致的或与之相关的任何直接、间接或附带的损失对买方进行全额赔偿：

- (a) breach of Section 3 of these Conditions;
违反本条件第 3 条的约定；
- (b) an actual or alleged infringement of any Intellectual Property Rights caused by

the use, manufacture, resale, importation or supply of the Goods;

因使用、制造、转售、进口或供应货物而导致的对任何知识产权的实际侵权或涉嫌侵权情形；

- (c) any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer's employees or agents or by any customer or third party to the extent that the same was caused by, relates to or arises from the Goods as a consequence of any breach or negligent performance or failure or delay in performance of the Contract by Seller; and
就买方的雇员、代理商、任何客户或第三方因货物导致、与货物相关或由货物引起的、且因卖方违约、未适当履行、未履行或迟延履行合同而导致的任何责任、损失、损害、伤害、成本或费用向买方提出的任何索赔；以及
- (d) any act or omission of Seller or its employees, agents or sub-contractors in supplying, delivering and installing or otherwise in respect of the Goods.
卖方或其雇员、代理商或分包商在供应、交付和安装货物或与货物相关的其他方面的任何作为或不作为。

5. DELIVERY

交付

- 5.1 Goods shall be delivered, carriage paid by Seller, to Buyer's place of business or otherwise as agreed by Buyer in the Purchase Order. Seller shall off-load the Goods at its own risk as directed by Buyer.
货物应交付至买方的营业地点或买方在采购订单中同意的其他地点，且运费应由卖方支付。卖方应按照买方的指示卸货，风险由卖方承担。
- 5.2 The date for delivery shall be specified in the Purchase Order. Time for delivery shall be of the essence. Seller shall inform Buyer without undue delay in writing whenever there is a chance that Seller may not be able to complete the delivery within the agreed time period. In case of delay, without prejudice to other rights and remedies of Buyer, Buyers shall be entitled to a liquidated damage at amount of 0.5% of the contractual value of the delayed part of Delivery (excluding VAT) for each full week, and shall be further entitled to unilaterally terminate this Purchase Order if the delay accumulatively or consecutively lasts for 10 days.
交货日期应在采购订单中予以明确。交货时间构成实质条款。不论何时，如卖方可能无法在约定的期限内完成交付，卖方应立即书面通知买方。如出现迟延交货，在不影响买方享有的其他权利和救济的前提下，每迟延一周，买方有权要求卖方支付相当于迟延交付部分的合同价款（不包括增值税）的 0.5% 的违约金，并且如迟延的时间累

计或连续超过 10 天，买方有权单方解除迟延交货的采购订单。

- 5.3 Seller shall ensure that each delivery is accompanied by a delivery note showing Purchase Order number, date of accepting Purchase Order, number of packages and contents, Buyer's part number if shown on the Purchase Order and, if part delivery, the balance remaining to be delivered. Without prejudice to Buyer's further claims, Seller is entitled to part delivery only upon Buyer's prior written approval.

卖方应确保每次交付均附有交货单，其中应显示采购订单编号、接受采购订单的日期、包裹和内装件的数量、采购订单上显示的买方编号（如有），以及剩余的待交付货物的数量（如只交付了部分货物）。在不影响买方进一步索赔的前提下，且仅在买方事先书面批准的情形下，卖方有权交付部分货物。

- 5.4 If Buyer agrees in writing to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment, without prejudice to Buyer's rights and remedies for each such single contract, failure by Seller to deliver any instalment which results in failure of realizing the objectives of the Contract as so determined by Buyer, Buyer shall have the right at its option to terminate the whole Contract.

如果买方以书面形式同意接受分批交付，则合同应就每批交付视为一份单独的合同，在不损害买方就每份该等单独的合同享有的权利和救济的前提下，如卖方未交付任何一批货物，致使买方认为不能实现合同目的的，买方应有权自行选择解除整个合同。

- 5.5 Buyer performs an incoming Goods inspection only in terms of obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. Buyer will send notification of such defects without undue delay after delivery has been made. In all other respects, Buyer will send notification of defects as soon as these have been identified within Buyer's normal course of business.

买方仅在到货时对明显外部（运输）损伤和明显外部特性和数量偏差进行检视。在交付之后，买方将就该类缺陷发送通知，而不得无故拖延。在所有其他方面，对于买方正常业务期间识别的缺陷，买方将尽快就该类缺陷发送通知。

6. RISK/PROPERTY

风险/所有权

Risk and title in Goods shall remain with Seller until delivery (in accordance with Section 5 of these Conditions) to Buyer is complete, when ownership and risk shall pass to Buyer.

货物的风险和所有权应归属于卖方，直至卖方（根据本条件第 5 条的约定）向买方完成交付，货物的所有权和风险才转移至买方。

7. PRICE AND PAYMENT

价格和付款

- 7.1 The price of the Goods shall be stated in the Purchase Order and unless otherwise agreed in writing by Buyer shall be:

货物的价格应在采购订单中列明，除非买方另行书面同意，否则货物的价格应：

- (a) exclusive of any applicable Value Added Tax; and

不含任何适用的增值税；且

- (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Goods to the delivery address and all duties, other than Value Added Tax.

包含包裹、包装、水运、陆运、保险和将货物运送到收货地址的所有费用以及所有税费，但增值税除外。

- 7.2 Seller may invoice Buyer on or after delivery of the Goods to Buyer. Each invoice shall quote the Purchase Order number and conform to the form and content as requested by Buyer.

卖方可在将货物交付给买方时或之后向买方开具发票。每张发票应标明采购订单编号，并符合买方要求的形式和内容。

- 7.3 Unless otherwise stated in the Purchase Order Buyer shall pay the Price of the Goods within 90 days after the end of the month of receipt by Buyer of a proper invoice or, if later, after acceptance of the Goods by Buyer. Time for payment shall not be of the essence of the Contract.

除非采购订单中另有说明，买方应在收到适当发票的当月底后的 90 天或在买方接受货物后的 90 天（以孰晚之日为准）内付款。付款时间不构成合同的实质条款。

- 7.4 Payments made by Buyer are no indication of approval of any delivered Goods being in compliance with Purchase Order or these Conditions.

买方支付货款不意味着买方认可任何交付的货物符合采购订单或本条件的约定。

- 7.5 Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing at any time from Seller against any amount payable to Seller under the Contract.

在不影响买方享有的任何其他权利或救济的前提下，买方保留在任何时间将卖方欠付的任何款项与合同项下应支付给卖方的任何款项进行抵销的权利。

8. CONFIDENTIALITY

保密

Seller shall keep confidential all information which has been disclosed to Seller by Buyer or its employees or agents, shall not disclose such information to third parties and shall use it for the purpose of executing the Contract and respective Purchase Order only. Seller undertakes to return or destroy all information disclosed to it in a tangible form such as documents, samples, specimens, or similar without undue delay upon Buyer's request without retaining any copies or notes. In addition, Seller shall delete its own notes, compilations and evaluations containing such information without undue delay upon Buyer's request and confirm this to Buyer in writing.

卖方应将买方、买方雇员或代理商向卖方披露的所有信息保密，不得将这些信息披露给第三方，并且仅将其用于履行合同和相应的采购订单。对于以有形的形式披露给卖方的所有信息，例如文件、样品、试样或类似物品，一经买方要求，卖方应保证归还或销毁，不得延误，亦不得保留任何副本或记录。此外，一经买方要求，卖方应删除其持有的包含该等信息的所有笔记记录、汇编合集与评估文件，不得延误，且应书面向买方确认其已删除。

9. HAZARDOUS GOODS

危险货物

9.1 Hazardous materials and all relevant documents must be marked by Seller with international danger symbols and/or other symbol or identifier as required under applicable laws displaying the name of the Goods in English and/or Chinese as applicable and identifying any hazardous content in English and/or Chinese as applicable.

卖方须按照适用法律的要求，在危险材料和所有相关文件上标注国际危险符号和/或其他符号或标识符，以英文和/或中文（根据适用情况）显示货物名称，并以英文和/或中文（根据适用情况）标识任何危险内容。

9.2 Seller shall package and label the Goods in accordance with relevant laws and specifications under relevant Purchase Order.

卖方应根据相关法律和采购订单项下约定的规格对货物进行包装和贴标。

9.3 All information held by or reasonably available to Seller regarding any potential hazards known or believed to exist in respect of the Goods shall be promptly communicated to Buyer, especially with respect to product composition and shelf life/service life, for example, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.

卖方应将卖方持有或可合理获悉的、已知或认为存在的与货物相关的任何潜在危险的所有信息立即传达给买方，尤其是与产品成分、保存期限/使用期限相关的信息，例如，安全数据表、加工处理建议、贴标规定、组装说明书、工人保护措施等，包括任何前述信息的修订内容。

10. TERMINATION

终止

10.1 Buyer may at any time and for any reason terminate the Contract in whole or in part by giving Seller written notice whereupon all work on the Contract shall be discontinued. Buyer shall pay to Seller fair and reasonable compensation for work-in-progress at the time of termination. Such compensation shall not include loss of anticipated profits or any consequential loss.

买方可随时以任何理由书面通知卖方全部或部分解除合同，从而终止合同约定的所有工作。合同解除时，买方应就在制品向卖方支付公平合理的补偿金。该等补偿不应包含预期利益损失和任何间接损失。

10.2 In addition to termination right under Section 10.1, Buyer may at any time give notice in writing to Seller to terminate the Contract at once if:

除第 10.1 条项下约定的解除权外，如发生以下情形，买方可随时书面通知卖方立即解除合同：

(a) Seller commits a material breach of any of the terms and conditions of the Contract; or

卖方严重违反合同项下的任何条款和条件；

或

(b) any proceedings are started or any action is taken which is likely to lead to the bankruptcy or insolvency of the Seller; or

可能导致卖方破产或倒闭的任何法律程序或诉讼已被发起；或

(c) Seller ceases or threatens to cease to carry on its business; or

卖方停止或可能将要停止营业；或

(d) Seller's financial position deteriorates to such an extent that in the opinion of Buyer, Seller's ability to fulfil its obligations under the Contract is jeopardised.

卖方的财务状况恶化到一定程度，以致买方认为卖方履行合同义务的能力受到了损害。

10.3 Termination of the Contract shall be without prejudice to the rights and remedies of Buyer accrued prior to termination.

合同的解除不影响买方在解除前应享有的权利和救济。

11. REMEDIES

救济权利

Without prejudice to any other right or remedy of Buyer, if any Goods are not supplied in accordance with, or Seller fails to comply with, any of the terms of the Contract, Buyer has the right to, at its option, whether or not Buyer has accepted any part of the Goods:

在不影响买方享有的任何其他权利和救济的前提下，如卖方未按合同的任何条款供应任何货物，或者卖方未遵守合同的任何条款，则无论买方是否已接受货物的任何部分，买方有权自行选择：

- (a) terminate the Purchase Order;
解除采购订单；
- (b) reject and return the Goods (in whole or in part) to Seller at the risk and cost of Seller on the basis that a full refund for the returned Goods shall be paid at once by Seller;
拒收货物并在卖方立即就退回货物进行全额退款的基础上向卖方退回货物（全部或部分），风险和成本由卖方承担；
- (c) give Seller the opportunity at Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out all necessary work to ensure the terms of the Contract are fulfilled;
给予卖方机会，由卖方承担费用，以弥补货物的任何缺陷或提供替代货物，并进行所有必要的工作以确保合同条款得到履行；
- (d) refuse to accept further deliveries of Goods but without claiming any liability to Seller;
拒绝接受货物的进一步交付，但不就此向卖方主张任何责任；
- (e) carry out on its own or by a third party appointed by Buyer at Seller's expense any work necessary to make the Goods comply with the Contract; and/or
自行或由买方指定的第三方进行任何使货物符合合同约定的必要工作，费用由卖方承担；和/或
- (f) claim such damages, losses and liquidated damages sustained in consequence of Seller's breach of the Contract.
要求赔偿买方因卖方违反合同而遭受的损害、损失和违约金。

12. ASSIGNMENT

合同转让

Seller may not assign all or part of the Contract or subcontract all or part of the works under the Contract without prior written consent of Buyer.

未经买方事先书面同意，卖方不得转让全部或部分合同，或将合同项下的全部或部分内容分包。

13. GENERAL

通则

13.1 If any provision of the Contract is found by any court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to such extent be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

如任何法院判定合同项下的任何条款全部或部分为非法、无效、可撤销、不可执行或不合理，则该等条款应视为可分割，且合同的其余条款以及该条款的其余部分应继续有效。

13.2 Failure or delay by Buyer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Buyer's rights under the Contract.

买方未能执行、延迟执行或部分执行合同的任何条款，不得解释为买方对其在合同项下任何权利的放弃。

13.3 Any waiver by Buyer of any breach of, or any default under, any provision of the Contract by Seller shall not be deemed a waiver of any subsequent breach or default of Seller and shall not affect the other terms of the Contract.

买方对卖方任何违反合同约定或任何合同条款项下的违约行为的豁免，均不应视为对卖方任何后续的违反或违约行为的豁免，且不影响合同的其他条款。

13.4 A notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have been notified under this provision to the party giving the notice.

根据本条件的要求或允许发出的通知应以书面形式作出，并发送至另一方的注册地址或主要营业地点，或发送至根据本条款之约定已向发出通知的一方通知的该等其他地址。

13.5 The construction, validity and performance of the Contract shall exclusively be governed by the laws of the PRC. For any disputes arising out of or related to the Contract, the parties submit to the exclusive jurisdiction of competent court at Buyer's registered address.

合同的成立、效力和履行应排他地适用中国法律。对于因合同引起的或与合同相关的任何争议，双方应提交买方注册地址所在地有管辖权的法院专属管辖。

13.6 These Conditions are made in both English and Chinese, in case of any discrepancy or conflict between two language versions, the English version shall prevail.

本条件以中英文书就，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。