

沙伯基础（上海）实业有限公司

SABIC (SHANGHAI) INDUSTRY CO. LTD

通用销售条款和条件

GENERAL TERMS AND CONDITIONS OF SALE

第 1 条 损失风险和所有权：

Article 1 Risk of Loss and Title:

第 1.01 条：产品遭受损害或损失的风险应当按照合同规定的约定交货条件转移至买方。若买方已获得无担保的授信帐期，在卖方已全额收到产品价款的现金或能够立即结算的款项前，卖方保留对货物享有的所有权。

Section 1.01: Risk of damage to or loss of Product shall pass to Buyer in accordance with the agreed delivery terms stipulated in the Contract. Where Buyer has been granted unsecured open credit terms, Seller shall retain title in the Goods until Seller has received in cash or cleared funds payment in full of the price of the Product.

第 2 条 交货条件：

Article 2 Delivery Terms:

第 2.1 条：双方确认任何表述的交付时间应当仅为预期时间，并且该时间并非实质重要。

Section 2.1: Parties acknowledge that any shipment schedules or delivery dates are approximate only and time shall not be of the essence.

第 2.2 条：尽管每份合同载明所订购数量，应当允许每批货物存在操作容差（根据合同规定的百分比），并经卖方选择对价款进行相应调整。

Section 2.2: Notwithstanding the quantity ordered and stated in each Contract, an operational tolerance (percentage as specified under the Contract) shall be allowed for each shipment at Seller's option with an adjustment in the price.

第 2.3 条：就散装货船、集装箱船、槽车装运或转罐而言，提货单和/或适格国际检验机构在装货港出具的报告（若适用）认定在无明显差错的情况下应当具有终局性。

Section 2.3: In case of bulk cargo vessel, container vessel, tank truck shipments or inter-tank transfer, bill of lading and/or certified international surveyor's report (as applicable) at loadport shall be final, save for manifest error.

第 3 条 质量保证：

Article 3 Warranty of Quality:

第 3.01 条 保证：卖方保证产品将符合于本合同签订日在 www.sabic.com 发布或者可能不时变更或更新的规格数据表。除此之外，与产品质量、状况、适销性或者其任何适合性或适用性有关的任何及所有条件、保证或声明，不论明示或默示，也不论依照法律或者由卖方亲自或以其名义向买方口头或书面做出，均特此排除在外（除非依照相关法律该等责任免除不被允许或无法实现）。

Section 3.01 Warranty: Seller warrants Product will meet the data sheet specifications as published at the date of this Contract at www.sabic.com or as may be amended or updated, from time to time.

Save as aforesaid, any and all conditions, warranties or representations relating to Product quality, condition, merchantability or their suitability or fitness for any purpose whatsoever, whether express or implied and whether by law or in oral or written statements made by or on behalf of Seller to Buyer are hereby excluded (save to the extent that exclusion thereof is not permitted or is ineffective by operation of law).

第 3.02 条 排他性补救措施: 如果买方证明产品在(i)装载时(就散装货而言)或(ii)在交付时(就集装箱运输而言)不符合规格,并且买方在该等交付后的五(5)个工作日内向卖方书面通知该缺陷,经双方一致同意的降低产品价款是买方就卖方违反该等产品的质量保证金可以获得的唯一且排他性补偿。

Section 3.02 Exclusive Remedy: Where Buyer has established that Product has either (i) at the time of loading (for bulk cargo) or (ii) upon delivery (for container shipments) failed to comply with the Product specifications, and Buyer gives written notice of such defect to Seller within 5 (five) business days of such delivery, Buyer's sole and exclusive remedy for breach of Seller's warranty in respect of Product quality shall be an abatement of the price of the Product to be mutually agreed between the Parties.

第 4 条 产品安全性:

Article 4 Product Safety:

第 4.01 条 买方确认: 买方确认产品如其材料安全性数据表 (MSDS) 所提示可能存在危险具有危险性, 买方熟悉该等危险属性, 并且应当针对买方可能处理产品的员工、代理、客户和承包商采取所有必要措施对其通知、警示并使其熟悉涉及该等产品安全使用以及用于该等产品的处理、装运或存储的容器或设备所涉及的所有危险和相应的妥善流程。买方还承诺在其制造或转售的、含产品的任何材料上进行适当的标识。

Section 4.01 Buyer's Acknowledgement: Buyer acknowledges that Product may be hazardous if so indicated in the Product's Material Safety Data Sheet (MSDS) and that it is familiar with, and shall take all steps necessary to inform, warn, and familiarize its employees, agents, customers, and contractors who may handle Product, of all hazards pertaining to and proper procedures for safe use of Product and of the containers or equipment in which Product may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials which it makes or resells that include Product.

第 4.02 条 赔偿: 对于由于买方未能按照前述要求对其员工、代理、客户和承包商进行通知、警示并使其熟悉该等事宜所导致卖方遭受或发生的任何索赔、责任、损失、开支、损害或费用, 买方应当对卖方进行赔偿, 但由于产品未能符合规格而造成该等索赔、责任、损失、开支、损害或费用情况除外。

Section 4.02 Indemnity: Buyer shall indemnify Seller against any claim, liability, loss, cost, damage or expense suffered or incurred by Seller arising from Buyer's failure to so inform, warn and familiarize its employees, agents, customers, and contractors, except to the extent that the claim, liability, loss, cost, damage or expense is caused by the failure of Product to meet the specifications.

第 5 条 付款:

Article 5 Payment:

第 5.01 条 合同价款: 合同总价应当依据提单所示数量和本合同载明的约定产品单价计算。

Section 5.01 Contract value: The total contract value shall be computed based on the bill of lading quantity and the agreed Product unit price as stated in this Contract.

第 5.02 条 付款条件: 产品的款项应当在合同约定的付款期限内以即时可用和可随时汇兑的美元或合同约定的其他币种资金向卖方全额支付，不作任何扣减或预扣（如果合同未约定付款期限，则产品的款项应在开具的提单之日后的七（7）日内支付，且提单之日记为初始日期）。若付款的最后一日为周六或在中国或纽约并非银行营业日的周一以外的工作日，则任何该等款项应当在前述日期紧邻的前一银行营业日支付。若付款的最后一日为周日或在中国或纽约并非银行营业日的周一，则任何该等款项应当在前述日期紧邻的下一银行营业日支付。若卖方未全额收到上述款项，买方应当按照每月 1% 的利率对于始于到期应付之日至实际付款日之间的迟延期间向卖方支付未付款项的利息。

Section 5.02 Payment Terms: Payment for Product shall be made to Seller in full in U.S. Dollars or such other currency set out in this Contract without any deduction, withholding or setoff whatsoever and in immediately available and freely transferable funds within the period set out in this Contract, or in the event that the payment period is not set out in this Contract, within seven (7) days after the bill of lading date (with the date of the bill of lading counting as day zero). Where the last day for payment falls on a Saturday or on a weekday other than Monday which is not a banking day in China or New York, then any such payment shall be made on the nearest preceding banking day. Where the last day for payment falls on a Sunday or a Monday which is not a banking day in China or New York, then any such payment shall be made on the next following banking day. If full payment is not received by Seller as aforesaid, Buyer shall pay Seller interest on the amount outstanding at the rate of 1% per month for the period of delay beginning on the due date until the date of payment.

第 5.03 条 付款方式: 付款应当采用合同规定的付款方式。支付电汇款项的银行收取的所有银行费用应当由买方承担，收款银行收取的所有银行费用（如有）应当由卖方承担。通过信用证（L/C）方式付款应当采用卖方接受的银行开立的清洁、可用、不可撤销、无条件和保兑的信用证（L/C），并且使用“加押电传”或“SWIFT”电码。买方同意，如果由于卖方未能按照信用证的规定在要求的时限内出具合同单据的过错以外的任何其他原因导致卖方未能从开证行收取款项，卖方应当有权要求买方作为主债务人全额支付信用证项下到期应付的未付款项，并且不影响卖方根据法律或依照公平原则取得货款的其他权利和救济。

Section 5.03 Payment Method: Payment shall be in accordance with the payment method set out in the Contract. All banking charges imposed or levied by the bank making the payment for telegraphic transfers shall be for the account of Buyer and all banking charges imposed or levied by the bank receiving the payment (if any) shall be for the account of Seller. Payment by Letters of Credit (L/C) shall be effected by a clean workable, irrevocable, unconditional and confirmed L/C issued by a bank accepted by Seller and “tested Telex” or “SWIFT”. In the event that Seller fails to receive payment from the issuing bank for any reason other than default by Seller in producing the contractual documentation within the required time frame as stipulated in the L/C, Buyer agrees that Seller shall be entitled to claim the full outstanding amount due under the L/C against the Buyer as principal debtor without prejudice to Seller's other rights and remedies to recover payment, in law or in equity.

第 5.04 条 税款、关税和其他收费: 卖方将缴纳卖方在产品风险向买方转移之前产生或发生的、对产品所征缴的所有税款或其他费用。买方将缴纳产品风险转移给买方之后产生或发生的对产品所征缴的所有税款或其他费用。

Section 5.04 Taxes, Duties and Other Charges: Seller will pay all taxes or other charges imposed upon Product which accrue or are incurred by Seller prior to transfer of risk in Product to Buyer. Buyer will pay all taxes or other charges imposed upon Product which accrue or are incurred after transfer of risk in Product to Buyer.

第 5.05 条 买方财务状况变更: 若经卖方判断, 存在有关买方偿付能力的合理疑虑, 者存在买方逾期仍未偿付尚欠卖方或其关联方的任何款项, 则卖方在不损害任何其他救济的情况下, 应当有权中止履行、拒绝发货、中断运送处于运输途中的任何材料或货物, 直至卖方收到欠付卖方或其关联方的全部款项或者对于该等欠款的充足保证。

Section 5.05 Change in Buyer's Financial Circumstances: If, in Seller's judgment, reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is past due in payment of any amount whatsoever owing to Seller or its affiliates, Seller shall have the right, without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material or goods in transit, until Seller receives payment of all amounts owing to Seller or its affiliates, or adequate assurance of such payment.

第 6 条 责任限制和索赔:

Article 6 Limitation of Liability and Claims:

第 6.01 条 缺陷产品责任: 除由于卖方过失造成的死亡或人身伤害以外, 并在可适用法律允许免除卖方责任的范围内, 卖方不得在任何情况下承担因按照本合同出售的产品的购买、进口、所有权、占有、仓储、使用、缺陷和无法达到要求直接或间接导致的任何性质的损失、伤害、损害或费用。

Section 6.01 Liability for Defective Products: Except in respect of death or personal injury caused by Seller's negligence and to the extent that the Seller's liability under the applicable law may be excluded, Seller shall not in any way be liable for loss, injury, damage or expenses of whatever nature which result, whether directly or indirectly, from the purchase, import, ownership, possession, storage, use, defect, and failure of the Product sold pursuant to this Contract.

第 6.02 条 责任累积: 如果第 6.01 条规定由于任何原因不适用, 或如出现卖方尚未有效免除在本合同项下或与其相关的对买方责任的情形, 卖方对于涉及与产品相关的或有关卖方在本合同项下义务而对买方负有的累积责任, 应当以买方对于该等索赔、主张、损失、伤害、损害或费用所涉及的该等产品应付或已付的价款为限。

Section 6.02 Aggregate Liability: If Section 6.01 does not apply for any reason whatsoever; or in circumstances where the Seller has not effectively excluded liability to the Buyer under or in connection with this Contract, Seller's aggregate liability to Buyer, in connection with Products or in connection with the Seller's obligations under this Contract, shall be limited to the price payable or paid by Buyer for the Product to which such claim, demand, loss, injury, damage or expenses relates.

第 6.03 条 无间接损失: 除由于卖方过失造成的死亡或人身伤害以外, 并在可适用法律允许免除卖方责任的范围内, 任何一方在任何情况下, 包括该方过失行为或不作为的情况下, 不得根据本合同或以其他相关方式或者因合同、侵权责任、过失、公平原则、违反法定义务或出于任何其他事由对另一方承担有关下列事项的责任:

Section 6.03 No Consequential Loss: Except in respect of death or personal injury caused by Seller's negligence and to the extent that the Seller's liability under the applicable law may be

excluded, in no event, including the negligent act or omission on its part, shall either party be liable to the other, whether under this Contract or otherwise in connection with it, or in contract, tort, negligence, equity, breach of statutory duty or otherwise howsoever arising, in respect of:

(i) 任何特殊、附带、惩罚性、间接或继发性损失或费用（不论可预见与否）；和

(i) any special, incidental, punitive, indirect or consequential losses or expenses (whether or not foreseeable); and

(ii) 所有如下事项，无论是否可以预见，如果并限于该等事项可能无法另外构成特殊、附带、惩罚性、间接或继发性损失或费用的范围内：

(ii) if and to the extent that they might otherwise not constitute special, incidental, punitive, indirect or consequential losses or expenses, all of the following:

(a) 预期利润损失；

(a) loss of anticipated profits;

(b) 商誉损失；

(b) loss of goodwill;

(c) 使用损失；及

(c) loss of use; and

(d) 商业机会损失，不论可预见与否。

(d) loss of commercial opportunities whether or not foreseeable.

第 7 条 合同终止：

Article 7 Termination of Contract:

第 7.01 条 终止：任何一方均可以在如下情形通过向另一方（“违约方”）发送书面通知的方式即刻终止本合同：即违约方违反本合同的任一条款，并在该等违约行为可以补救的情况下未在收到完整详述违约行为和要求予以补救的书面通知后三十（30）日内对该等违约行为予以补救。

Section 7.01 Termination: Either party may terminate this Contract immediately by giving written notice to the other party (the “Defaulting Party”) if the Defaulting Party commits a breach of any of the provisions of this Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within ten (10) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

第 7.02 条 已产生的义务：本合同终止不得影响任何一方的任何其他权利或救济，或者任何已经产生的义务或责任。

Section 7.02 Accrued Obligations: Termination of this Contract shall be without prejudice to any other right or remedy or any accrued obligations or liabilities of either Party.

第 8 条 出口管制：

Article 8 Export Controls:

第 8.01 条 出口法律合规：买方应当遵守产品原产国和/或发运国的出口管制法律和法规。如

果卖方具有合理理由认为前述出口管制法律和法规将不被遵守，卖方可由其自行裁量（并不损害任何其他权利的情况下）中断或中止本合同项下的交付直至另行通知，或者拒绝开始或完成本合同项下的装运，并对此以书面或口头通知买方（并随后通过书面形式确认）。

Section 8.01 Export Law Compliance: Buyer shall ensure that it is compliant to all export control laws and regulations of the country of origin and /or shipment of the Products. In the event Seller has reasonable grounds for believing that the aforesaid export control laws and regulations will not be complied with, Seller may, at its sole discretion (and without prejudice to any other rights), terminate or forthwith suspend delivery under this Contract until further notice or decline to commence or complete loading hereunder on notifying Buyer either in writing or orally (followed by written confirmation).

第 9 条 不可抗力:

Article 9 Force Majeure:

第 9.01 条 定义: 为本第 9 条之目的:

Section 9.01 Definitions: For the purpose of this Article 9:

“受影响方”指已发生不可抗力事件的一方。

“Affected Party” means the party with respect to whom a Force Majeure Event has occurred.

“不可抗力事件”指受影响方即便该方行使了合理预见、谨慎和注意仍然无法预防和避免其发生及其影响的任何事件或状况。在不影响前述一般性规定的情况下，下列事项应当被视为不可抗力事件:

“Force Majeure Event” means any event or circumstance, the occurrence and the effect of which the party affected thereby is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of that party. Without prejudice to the generality of the foregoing, the following shall be regarded as a Force Majeure Event:

(a) 任何天灾、爆炸、洪水、雷电、火灾或意外;

(a) any act of God, explosion, flood, lightning, tempest, fire or accident;

(b) 战争、敌对行为（不论宣战与否）、入侵、外敌行为;

(b) war, hostilities (whether war was declared or not), invasion, act of foreign enemy;

(c) 叛乱、革命、暴动、武力篡权或内战;

(c) rebellion, revolution, insurrection, military or usurped power or civil war;

(d) 暴乱、平民骚乱或市民骚乱、蓄意破坏或征用;

(d) riot, civil commotion or disorder, sabotage or requisition;

(e) 由任何政府、议会机构或地方当局颁布的任何类别的法案、限制规定、规章、地方性法规、禁止规定或措施;

(e) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(f) 进出口管制或禁运;

(f) import or export regulations or embargoes;

(g) 罢工、停业或者影响卖方的其他行业行动或贸易纠纷（不论是否涉及卖方或第三方员工）；
及

(g) strikes, lock-outs or other industrial actions or trade disputes affecting Seller (whether involving employees of the Seller or of a third party); and

(h) 卖方供应商或分包商违约（该等违约系由于卖方供应商或分包商即便行使了合理预见、谨慎和注意仍然无法预防和避免其发生及其影响的事件或状况所导致）。

(h) default of suppliers or subcontractors of the Seller (where such default arises from an event or circumstance the occurrence and the effect of which the supplier or subcontractor is unable to prevent and avoid notwithstanding the exercise of reasonable foresight diligence and care on its part).

第 9.02 条 不可抗力免责： 如果任何一方系不可抗力事件所导致的迟延或无法履行义务（支付合同价款的义务除外），该方对于另一方概不承担任何责任，亦不得视为违约，但受影响方应在合理时间内尽快向另一方送达书面通知，载明不可抗力事件的详情以及预计的受影响方无法履行义务的时限。受影响方应采取其权限范围内所有合理措施，尽量缩短不可抗力事件的影响期限并减少不可抗力对受影响方的影响。

Section 9.02 – Force Majeure Relieve: Neither party shall be liable to the other party, or be deemed to be in breach of this Contract, by reason of any delay in performing or any failure to perform any of its obligations (other than the obligation to pay the contract price), if the delay or failure was due to a Force Majeure Event; Provided that the Affected Party shall, as soon as reasonably possible, serve on the other party written notice thereof specifying the particulars of the Force Majeure Event and the estimated period during which the Affected Party is unable to perform and discharge its obligations. The Affected Party shall take all action reasonably within its powers to minimise the duration and effect of the Force Majeure Event on the Affected Party.

第 10 条 争议解决：

Article 10 Dispute Resolution:

第 10.01 条 中国国际经济贸易仲裁委员会仲裁： 因本合同产生或与其相关的任何争议、争端或索赔，包括有关本合同存续、有效性或终止的任何事项，应当提交中国国际经济贸易仲裁委员会（“CIETAC”）并依照 CIETAC 届时有效的仲裁规则在上海仲裁予以终局裁决，且该仲裁规则应视为经援引而包括在本第条项下。

Section 10.01 CIETAC Arbitration: Any dispute, controversy or claim arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in Shanghai in accordance with the rules of the China International Economic and Trade Arbitration Commission (“CIETAC”) for the time being in force., which rules are deemed to be incorporated by reference into this Section.

第 10.02 条 临时救济： 尽管有前述规定，本合同任何条款不得排除任何一方为保障其与仲裁相关之权益在任何仲裁程序之前或过程中寻求临时保护或保全措施，包括寻求扣押、留置和/或在任何法院的其他保全、诉中或临时措施，或行使与产品或船舶相关的其它合同权利。

Section 10.02 Interim Relief: Notwithstanding the foregoing, nothing in this Contract shall prohibit

either party from seeking interim protective or conservatory measures, before or during the pendency of any arbitration proceeding, in order to protect its interests in connection with the arbitration, including from pursuing arrest, attachment and/or other conservatory, interlocutory or interim actions in any court or exercising any contractual rights in relation to Product or vessel.

第 11 条 适用法律:

Article 11 Governing Law:

第 11.01 条 适用法律: 本合同应依照中华人民共和国法律签订并且依其解释。

Section 11.01 Governing Law: This Contract is made and shall be construed in accordance with the laws of the People's Republic of China.

第 11.02 条 公约排除适用: 《联合国国际货物销售合同公约》(1980 年 4 月) 的规定明示不适用于本合同的条款和条件, 并且该等公约规定的所有默示声明和保证亦同样排除适用于本合同项下的所有产品的出售和购买。

Section 11.02 Convention Exclusion: The provisions of the United Nations Convention on Contracts for the International Sale of Goods (April 1980) are expressly excluded from application to the terms and conditions of this Contract and all implied representations and warranties provided for therein are likewise excluded.

第 11.03 条 无第三方权利: 并非本合同当事方的任何人不得享有执行本合同任何条款的本合同项下的任何权利。

Section 11.03 No Third Party Rights: A person who or which is not party to this Contract shall not have any right under the Contracts to enforce any provision of this Contract.

第 12 条 一般性规定:

Article 12 General:

第 12.01 条 转让: 未经另一方事先书面同意, 任何一方不得转让或让与其在本合同项下的任何一项权利或义务或者该等权利或义务的任何部分。

Section 12.01 Assignment: Neither party may assign or transfer any of its rights or obligations under this Contract or any part thereof without the prior written consent of the other party.

第 12.02 条完整协议: 本合同取代了双方之间就买卖产品达成的所有先前的协议和承诺, 非经双方签订书面文件明确表示修改意向并由双方的合法授权代表签字, 本合同不得修改。

Section 12.02 Entire Agreement: This Contract supersedes all previous agreements and understandings between the parties with respect to the sale and purchase of Product, and may not be modified except by a written document which expressly states the intention of the parties to modify this Contract, and signed by the duly authorised representatives of the parties.

第 12.03 条 不放弃: 任何一方未行使或延期行使本合同项下的任何权利或救济不得构成弃权, 单次或部分行使任何权利或救济不得排除进一步行使权利或救济, 亦不得排除行使任何其他权利或救济。

Section 12.03 Non Waiver: No failure on the part of either party to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the

exercise of any other right or remedy.

第 12.04 条 保密。 双方应当将有关本合同或双方之间按照本合同达成的任何交易的任何信息保密并且不得向任何第三方披露该等信息。

Section 12.04 Confidentiality: The parties shall keep strictly private and confidential any information relating to this Contract or any transaction or dealings between them pursuant to this Contract.

第 12.05 可分割性: 如果本合同中的任何条款在任何时候在任何方面无效、非法或不可强制执行, 则该等无效、非法或不可强制执行不得影响或损害本合同中的其他条款, 但本合同应视为从未包含该等无效、非法或不可强制执行的条款。

Section 12.05 Severability: In case any provision in this Contract shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Contract but this Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

第 12.06 条 持续有效的义务: 双方在本合同项下依照该义务性质其效力在本合同解除、撤销或终止后将仍然持续其效力的义务, 在该等解除、撤销或终止后持续有效。

Section 12.06 Surviving Obligations: The obligations of the parties under this Contract which by their nature would continue beyond the termination, cancellation or expiration of this Contract will survive such termination, cancellation or expiration.

第 12.07 条 语言。 本合同以英语和中文编写。如果英语与中文版本之间存在任何差异, 则始终以中文版本为准。

Section 12.07 Language: This Contract is prepared in both English and Chinese. In the event that there is any inconsistency between the English and the Chinese versions, the Chinese version shall prevail in all instances.

第 12.08 条 标准条款之间的冲突: 对于卖方和买方之间的任何采购订单、销售确认书、发票或其他书面文件而言, 即便该等文件在本合同之后方为出具, 本合同条款针对该等文件具备优先效力, 适用于并对该等文件具备约束力, 并且双方不受限制地同意并理解, 在卖方和买方之间涉及本合同权利主张的任何其他文件、通信或文件传送所出现的已经印就的条款和条件, 均系无效并且不具备任何约束力。

Section 12.08 Battle of Forms: The terms of this Contract will take precedence over, govern and control any purchase order, sales acknowledgement, invoice or other writing between Seller and Buyer despite subsequent issuance, it being agreed and understood, without limitation, that any pre-printed terms and conditions appearing on any other writing, communication or transmittal between Seller and Buyer pertaining to the subject matter of this Contract will be null and void and have no force or effect.