



**SABIC GENERAL TERMS AND CONDITIONS OF SALE**  
**SABIC 通用销售条款和条件**

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**Section 1 – General:**  
**第1条 – 一般规定:**

**Section 1.01 - Contract Formation:** Unless otherwise agreed in writing, these general terms and conditions of sale (“GTCs”) apply to all sales and purchases of products by and between the relevant selling entity within the SABIC group of companies (“Seller”) and the entity purchasing from the Seller (“Buyer”) identified in the Contract. “Contract” as used in these GTCs shall mean any agreement for sale and purchase of Seller’s products (“Products”) concluded by either (i) Buyer placing a purchase order for Products and Seller confirming acceptance of the same in writing; or (ii) Buyer and Seller agreeing on a sale contract or any other document in writing evidencing the key commercial terms of the transaction. **Any alternative set of terms and conditions of purchase proposed or counter-proposed by Buyer shall not apply.** Once a Contract is concluded, no changes shall be binding unless mutually agreed by both Buyer and Seller by formation of a new Contract. Cancellation by Buyer of a Contract must be subject to Seller’s written acceptance and may be subject to compensation.

**第1.01条 – 合同达成:** 除非另有书面约定, 本通用销售条款和条件 (“本通用条款和条件”) 适用于 SABIC 集团中的卖方实体 (“卖方”) 和合同中向其购买的实体 (“买方”) 之间的所有产品买卖。本通用条款和条件下所称的 “合同” 是指卖方的产品 (“产品”) 的买卖协议, 该协议由 (i) 买方发出产品的购买订单, 卖方以书面形式确认接受的方式达成; 或 (ii) 买方和卖方一致同意销售合同或其他证明交易主要商业条款的书面文件的方式达成。**任何买方提议或反提议的购买条款和条件均不得适用。** 合同一旦达成, 除非买卖双方共同同意达成一个新合同, 任何对合同的修改均不具效力。买方解除合同需经卖方书面同意, 并且可能需要做出赔偿。

**Section 1.02 – No Resale:** Unless otherwise expressly agreed to in the Contract, in order to promote its safe and effective use, all Products sold by Seller are provided solely for use or consumption by Buyer, and any resale or similar transfer of Products to unrelated third parties is prohibited. Seller reserves the right without further obligation or liability to Buyer to discontinue the manufacture and sale of the Products upon either (i) 30 days’ notice to Buyer, or (ii) if required by law, immediately upon notice to Buyer.

**第1.02条 – 不得转售:** 除非卖方在合同中明确同意, 为了促进买方的安全和有效使用, 卖方所售的产品仅供买方使用或消费, 买方不得向任何非关联第三方转售该等产品或做类似转让。卖方保留如下权利 (但不向买方承担进一步的责任或义务): (i) 在提前 30 日通

知买方后终止产品的制造和销售, 或 (ii) 如果法律要求, 一旦通知买方立即终止产品的制造和销售。

**Section 2 – Delivery Terms:**  
**第2条 – 交付条款:**

**Section 2.01 – Failure to take Delivery:** Parties acknowledge that any shipment schedules or delivery dates indicated in the Contract are estimates only and time shall not be of the essence. In the event that Buyer fails to take delivery of Products or any part of thereof and/or fails to provide any instructions, documents, licenses, consents or authorisations required to enable such Products to be delivered in accordance with the Contract, Seller shall have the right, at its sole option, to store, resell or dispose of the same in any manner at Seller’s absolute discretion. Buyer shall indemnify and save Seller harmless against all costs and expenses including, without limitation thereto, storage, disposal, demurrage and/or insurance charges arising from such failure to take delivery.

**第2.01条 – 未提取货物:** 双方确认任何合同中载明的装运时间或交付日期仅为估计, 并且时间并非实质重要。若买方未提取产品或其任何部分, 和/或若买方未提供为使产品按合同交付所需的任何指示、文件、许可证、同意或授权, 则卖方有权自行选择存储、转卖或自行决定的任何其他方式处置该等产品。买方应向卖方支付由于未提取产品所产生的所有开支和费用, 包括但不限于仓储、处置、滞期和/或保险费用。

**Section 2.02 – Quantity and Quality Determination:** Notwithstanding the quantity of Products ordered and stated in each Contract, Seller may supply an excess or deficiency of Products of up to 10% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Seller shall measure, sample and test Products in its customary manner at the loading location to determine the quantity and quality of Products delivered. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of Products loaded.

**第2.02条 – 数量和质量之判定:** 尽管每个合同载明了订购的产品数量, 卖方供货的重量或数量可以最多超出或少于订购数量的10%, 并且买方应当按供货的数量付款。卖方应当在装运地点用其惯用的方式对产品进行测量、取样和测试, 以判定装运产品的数量和质量。该等测量、取样和测试的结果, 在无欺诈或明显错误的情况下, 应当是装运产品的数量和质量结论性的且有约束力的证明。

**Section 2.03 – Risk and Title:** Risk of loss of Products shall pass to Buyer in accordance with the agreed Incoterm

stipulated in the Contract and title to the Products shall pass simultaneously with the passing of risk.

**第 2.03 条 – 风险和所有权:** 产品遭受损害或损失的风险应当按照合同规定的 Incoterm 转移至买方, 并且产品的所有权应在产品风险转移的同时转让给买方。

### **Section 3 - Warranties:**

#### **第 3 条 - 保证:**

**Section 3.01 - Warranties:** Seller warrants that at the last point before title transfers to Buyer, it shall have good title to the Products and the Products shall be free of lien and encumbrances. Seller further warrants that at the last point before risk of loss transfers to Buyer in accordance with the applicable Incoterm, Products will meet either (i) the data sheet specifications as published at the date of conclusion of the Contract at [www.sabic.com](http://www.sabic.com) or as may be amended or updated, from time to time, (ii) the manufacturers' specifications as set forth in the applicable product certification delivered to Buyer, or (iii) such other specifications as shall have been expressly agreed in writing by Buyer and Seller. **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 3.01 条 – 保证:** 卖方保证, 在产品的所有权被转让给买方之前的最后时点, 卖方对产品拥有有效所有权并且该产品不存在留置和权利负担。卖方进一步保证, 在产品的损失风险根据适用的 Incoterm 转移给买方之前的最后时点, 产品符合 (i) 于本合同签订日在 [www.sabic.com](http://www.sabic.com) 发布或者可能不时变更或更新的规格数据表, (ii) 送达给买方的产品证书上载明的制造商规格, 或 (iii) 买方和卖方书面明示同意的其他规格。除此之外, 有关产品质量、状况、适销性或者产品无论任何目的之适合性或适用性的任何及所有条件、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效)。

**Section 3.02 – Exclusive Remedy:** Any claims by Buyer for breach of warranty under Section 3.01 must be made to Seller within 5 (five) business days of such delivery of the Products, failing which Buyer shall no longer be entitled to raise and enforce such claim. Should Seller be found to be liable for a breach of warranty in Section 3.01, Seller's total liability shall be limited to the replacement of the non-conforming Products with Products in compliance with the warranty or, if mutually agreed by the Parties, a full or partial refund of the purchase price paid. In no event shall Seller's liability, whether based in contract, warranty, negligence or other tort, strict liability or otherwise, exceed the purchase price for the Products. This is Buyer's exclusive remedy for breach of warranty. Buyer should not return Products until Seller agrees that Buyer may do so.

**This limited warranty is given only to Buyer and does not extend to any subsequent purchaser or transfer of Seller's products. Buyer is not entitled to extend or transfer this warranty to any other party.**

**第 3.02 条 – 唯一救济:** 买方对产品不符合 3.01 条所述保证的任何索赔应当在产品交付后五 (5) 个工作日内向卖方提出, 否则买方将无权提出并执行该索赔。如果卖方被认定需对违反第 3.01 条下的保证承担责任, 卖方的全部责任仅限于用符合保证的产品替换不符合保证的产品, 或者如双方一致同意退还全部或部分已支付的产品价款。在任何情况下, 无论是基于合同、保证、过失或其他侵权、严格责任等, 卖方的责任不得超过产品的购买价格。这是买方就卖方违反产品的保证可以获得的唯一救济。未经卖方同意, 买方不得将产品退回买方。**本有限保证仅给予买方, 并且不扩及卖方产品的任何后继购买人或受让人。买方无权将本保证扩及或转让给任何其他人。**

**Section 3.03 – Intellectual Property:** Any sale of Products, or suggestions Seller makes about possible applications, designs or uses of Seller's Products shall not, by implication or otherwise, convey any license to or transfer of any intellectual property rights related to the Products and owned by or licensed to Seller nor are they a recommendation for use of such Products, applications or designs which may infringe any intellectual property right. Buyer assumes all risks of any intellectual property infringement claims resulting from the use, (re)sale or processing of the Products, whether singly or in combination with any other materials. In the event that Buyer receives any claim from a third party alleging that Products, as delivered to Buyer, infringe such third party's intellectual property rights, Buyer shall promptly inform Seller and strictly follow Seller's instructions in any response to such claim. In such case, Seller shall have the right to defend Buyer and if necessary will either, at Seller's discretion, if possible replace such Products with non-infringing Products or, refund the purchase price of such Products. The foregoing sentence states the entire obligation of Seller for intellectual property infringement by any Products sold under the Contract.

**第 3.03 条 – 知识产权:** 任何产品的销售, 或卖方给出的任何关于其产品可能的应用、设计或用途的建议并不默示或以其他方式授予许可或转让该产品有关的卖方拥有的或被许可的知识产权, 也不是建议可能侵犯任何知识产权的该等产品之使用、应用或设计。买方应承担因无论是单独对产品或和其他材料一起对产品的使用、(再)出售或加工而导致的侵犯知识产权的索赔的风险。如果买方收到任何第三方对已经交付给买方的产品侵犯其知识产权的索赔, 买方应立即通知卖方, 并且买方应严格按照卖方的指示回复该索赔。在此情况下, 卖方应有权为买方抗辩, 而且如有必要, 卖方可全权决定将产品替换为不侵权的产品 (如可能), 或将产品价款退还。前句表述的义务是卖方就合同下销售产品的知识产权侵权所承担的全部义务。

### **Section 4 – Product Safety:**

#### **第 4 条 – 产品安全:**

**Section 4.01 – Technical Advice and Other Services:** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using Products sold by Seller, and Buyer will not rely on any advice, recommendation or information obtained from Seller's product literature or websites, including any design aid or other service made available by Seller, or any representation or statement made by, or on behalf of, Seller about the suitability of Products or services Seller provides for any purpose. Buyer has tested and investigated products sold by Seller sufficiently, to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller, or hold Seller liable in any manner, with respect to any technical advice, statements, data, services or recommendations furnished (or failed to be furnished) by Seller.

**第 4.01 条 – 技术咨询和其他服务:** 就买方用其向卖方购买的产品而进行的任何产品设计、加工、测试和标签, 买方应承担责任, 并且买方将不依赖其从卖方的产品文字或网站获得的任何建议、推荐或信息(包括卖方提供的任何设计帮助或其他服务, 或卖方亲自或以卖方名义所做的关于产品适用性的表述或陈述), 或卖方为任何目的提供的服务。为作出关于产品符合买方对产品的使用、转换或加工的意图的独立判断, 买方已经对卖方出售的产品进行了充分的测试和调查, 并且买方不会就卖方提供(或未提供)的任何技术建议、陈述、数据、服务或建议向卖方索赔或要求卖方以任何方式承担责任。

**Section 4.02 – Buyer's Acknowledgement:** Buyer acknowledges that Products may be hazardous if so indicated in the Products' 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 Products, of all hazards pertaining to and proper procedures for safe use of Products and of the containers or equipment in which Products may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials that it makes or resells that include Products.

**第 4.02 条 – 买方之承认:** 买方承认产品可能具有危险性(如果产品的安全技术说明书(“MSDS”)指出产品是危险的), 并且买方承认买方自己熟悉并且应采取一切必要步骤以告知、警告其可能处理产品的员工、代理、客户和承包商并使他们熟悉产品的危险性以及安全使用产品和安全使用处理、装运或存储产品的容器或设备的正规程序。买方也承诺在制造或转售的包含产品的材料上做适当标识。

**Section 4.03 – Medical Application:** Buyer understands that Seller's Products are not intended for use in any medical application involving permanent implantation in the human body, or any such implantation lasting longer than 29 days and agrees not to use any of Seller's Products for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell Products.

**第 4.03 条 – 医学应用:** 买理解解卖方的产品并非旨在用于任何涉及人体内永久移植或移植时间超过 29 天的医学应用, 并且同意不会将卖方的任何产品用于上述应用, 或者用于买方已经知道的卖方先前曾经拒绝出售产品的任何其他应用。

## **Section 5 – Payment:**

### **第 5 条 – 付款:**

**Section 5.01 – Contract value:** The total contract value shall be computed based on the quantity stated in any shipping or delivery document and the agreed Product unit price as stated in the Contract, or if not so stated, be Seller's listed prices in effect at the time of shipment. Seller shall be entitled to, with prior written notice to Buyer, increase the price of the Products in the event of unforeseen circumstances including without limitation any increase in the cost of procuring raw materials, wage and non-wage labour costs, energy costs, import and export costs, taxes, duties and other levies and costs based on any change in regulations or modifications of rates of exchange.

**第 5.01 条 – 合同价格:** 合同总价应当依据装运或交付文件所示数量和合同载明的约定产品单价计算, 或者若合同未载明产品单价则按卖方装运时有效的价格清单计算。因不可预见的事由, 包括但不限于原材料采购成本、工资和非工资人工成本、能源成本、进出口成本、税、关税和其他征收费用、法规变化或汇率改变而导致的成本的增加, 卖方有权在通知买方后提高产品价格。

**Section 5.02 – Payment Terms:** Payment for Products shall be made to Seller in full in U.S. Dollars or such other currency set out in the Contract without any deduction, withholding or setoff whatsoever and in immediately available and freely transferable funds within the period set out in the 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 the country where Buyer or issuing bank is located, 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 the country where Buyer or issuing bank is located, 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 5.02 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自由汇兑的美元或合同约定的其他币种向卖方全额支付, 不作任何扣减、预扣或抵消(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/零日)。若付款的最后一日为周六或在买方或开证行所在国家并非银行营业日(除周一以外), 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买方或开证行所



在国家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% 的利率对于到期应付之日开始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 5.03 – 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 5.03 条 – 付款方式:** 付款应当采用合同规定的付款方式。支付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，并且使用“加押电传”或“SWIFT”电码。买方同意，如果由于除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，在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的情况下，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，

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

**第 5.04 条 – 税款、关税和其他收费:** 卖方将缴纳产品风险转移给买方之前产生或发生的、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 5.05 – 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 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，或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 6 – Limitation of Liability and Claims:**

### **第 6 条 – 责任和索赔限制:**

**Section 6.01 – Liability for Defective Products:** 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 Products sold pursuant to this Contract.

**第 6.01 条 – 缺陷产品责任:** 在可适用法律允许免除卖方责任的范围内，卖方在任何情况下均不承担因按照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而直接或间接导致的任何性质的损失、伤害、损害或费用。

**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 Products to which such claim, demand, loss, injury, damage or expenses relates.

**第 6.02 条 – 责任累积:** 如果第 6.01 条的规定由于任何原因不适用，或如果出现卖方尚未有效免除在合同项下或与其相关的对买方责任的情形，卖方对于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，应当不超过买方对于该等索赔、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。

**Section 6.03 – No Consequential Loss:** 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) any special, incidental, punitive, indirect or consequential losses or expenses (whether or not foreseeable); and

(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) loss of anticipated profits;

(b) loss of goodwill;

(c) loss of use; and

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

**第 6.03 条 – 无间接损失:** 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)，不应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：

- (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
- (ii) 所有如下事项，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：
  - (a) 预期利润损失；
  - (b) 商誉损失；
  - (c) 使用损失；及
  - (d) 商业机会损失，不论可预见与否。

### **Section 7 – Termination of Contract:**

#### **第 7 条 – 合同终止:**

**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 7.01 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立即终止本合同：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十（10）日内对该等违约行为予以补救。

**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 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 8 – Export Controls:**

#### **第 8 条 – 出口管制:**

**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 as well as in relation to any technology or software Buyer receives from Seller. 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). Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines or ballistic missiles. At all times, Seller will be entitled to decline to sell or ship to any party appearing on the Denied Persons

List published by the Bureau of Industry and Security of the U.S. Department of Commerce, or identified in any similar governmental publication.

**第 8.01 条 – 出口法律合规:** 对产品和买方从卖方收到的任何技术或软件，买方应当遵守产品原产国和/或发运国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（并在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）。买方确认不会将产品、技术或软件用于或在明知的情形下支持其他人将产品、技术或软件用于设计、开发、生产或使用在核武器、化学或生物武器、地雷或弹道导弹。在任何时候，卖方有权拒绝向美国商务部产业安全局（Bureau of Industry and Security of the U.S. Department of Commerce）发布的禁止人员名单（Denied Persons List）或任何其他政府公布的类似名单中的一方销售或运输。

### **Section 9 – Force Majeure:**

#### **第 9 条 – 不可抗力:**

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

**第 9.01 条 – 定义:** 为本第 9 条之目的：

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

“受影响方”指已发生不可抗力事件的一方。

"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) any act of God, explosion, flood, lightning, tempest, fire or accident;
- (b) war, hostilities (whether war was declared or not), invasion, act of foreign enemy;
- (c) rebellion, revolution, insurrection, military or usurped power or civil war;
- (d) riot, civil commotion or disorder, sabotage or requisition;
- (e) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- (f) import or export regulations or embargoes;
- (g) strikes, lock-outs or other industrial actions or trade disputes affecting Seller (whether involving employees of the of the Seller or of a third party); and
- (h) default of suppliers or subcontractors of the Seller (where such default arises from a Force Majeure Event).

“不可抗力事件”指即便受影响方行使了合理预见、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：

- (a) 任何天灾、爆炸、洪水、雷电、暴风雨、火灾或意外；
- (b) 战争、敌对行为（不论宣战与否）、入侵、外敌行为
- (c) 叛乱、革命、暴动、武力篡权或内战；

- (d) 暴乱、平民骚乱或市民骚乱、蓄意破坏或征用；
- (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；
- (f) 进出口管制或禁运；
- (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）；以及
- (h) 卖方供应商或分包商违约（该等违约系由不可抗力引起的）。

**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 9.02 条 – 不可抗力免责:** 如果任何一方因不可抗力事件而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，亦不得被视为违约，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 10 – Governing Law:**

### **第 10 条 – 适用法律:**

**Section 10.01 – Governing Law:** These GTCs, the Contract and all relationships arising out of or related thereto shall be governed and construed in accordance with the laws of the country of incorporation of the Seller.

**第 10.01 条 – 适用法律:** 本通用条款和条件，合同以及所有前者产生或与其有关的关系适用卖方注册地所在国法律并且依其解释。

**Section 10.02 – Dispute Resolution:** Any dispute arising in any manner out of or related to these GTCs or the Contract, if cannot be resolved by friendly consultations within thirty (30) days from the date on which either Party delivers a dispute notice to the other Party, such dispute shall be submitted 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. Any arbitration pursuant to this Section shall be decided by an arbitral tribunal comprising three (3) arbitrators. Each of Seller and Buyer shall each appoint one (1) arbitrator, and the third (3rd) and presiding arbitrator (to act as the chairman of the arbitral tribunal) shall be appointed by agreement between the Parties or, failing within twenty (20) days of the appointment of the two Party-nominated arbitrators, by the

Chairman of CIETAC. Any arbitral award(s) and any confirmation(s), direction(s) or requirement(s) of the arbitral tribunal shall be binding on both Parties.

**第 10.02 条 – 争议解决:** 因本通用条款和条件或合同产生或与其相关的任何争议，如果在任何一方向另一方发出争议通知后三十（30）天内无法通过友好协商解决，则该争议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条项下。根据本条进行的任何仲裁均应由三名（3）名仲裁员组成的仲裁庭裁决。卖方和买方均应各指定一名仲裁员，第三名仲裁员兼首席仲裁员（担任该仲裁庭首席仲裁员）应由各方协议指定，或如果在各方各自指定仲裁员后的二十（20）天内仍不能达成协议的，则由 CIETAC 主任指定。仲裁裁决和仲裁庭的任何确认、指示或要求应当对于各方具有约束力。

**Section 10.03 – Legal Fees and Costs:** The Party which loses the arbitration conducted pursuant to this Section 10 shall bear the costs of the arbitration and enforcement of the arbitral award (including the costs of witnesses and reasonable attorneys’ fees) unless the arbitration award decides otherwise. During the course of any controversy or arbitration, each Party continues to have the obligation to perform its obligations and the entitlement to enforce its rights under this Contract except those subject to such controversy or arbitration.

**第 10.03 条 – 法律费用和成本:** 根据本第 10 条进行的仲裁和执行仲裁裁决的费用（包括证人费用和合理的律师费）应由败诉方承担，除非仲裁裁决另有裁定。任何争议或仲裁期间，除了该等争议或仲裁事项本身外，各方均应继续履行其在本合同下的义务和享有其在本合同下的权利。

**Section 10.04 – 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 these GTCs and Contract.

**第 10.04 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通用条款和条件及合同。

## **Section 11 – General:**

### **第 11 条 – 一般规定:**

**Section 11.01 – 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 11.01 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 11.02 – Entire Agreement:** This Contract supersedes all previous agreements and understandings between the parties with respect to the sale and purchase of Products, and may not be modified except by a written document that expressly states the intention of the parties to modify this

Contract, and signed by the duly authorised representatives of the parties.

**第 11.02 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 11.03 – 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 11.03 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 11.04 – 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 11.04 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予以严格保密。

**Section 11.05 – 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 11.05 条 – 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 11.06 – 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 11.06 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的义务, 在该等解除、撤销或终止后持续有效。

**Section 11.07 – Language:** These GTCs are 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 11.07 条 – 语言:** 本通用条款和条件以英语和中文编写。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。

\*\*\*END/结束\*\*\*