

## GENERAL TERMS AND CONDITIONS OF SALES “BOZZETTO SHANGHAI CHEMICAL TRADING CO. LTD” 一般销售条款和条件

### 1. GENERAL TERMS AND CONDITIONS OF SALE - 一般销售条款和条件

All our supplies and all contracts concluded with us are subject to the following terms and conditions of sale (the “General Terms and Conditions of Sale”). When Purchaser sends us a purchase order or accepts the delivery of the ordered goods, it accepts the General Terms and Conditions of Sale, which become immediately binding and fully effective. Where a continuing business relationship exists, all future contracts, supplies and services are also subject to the General Terms and Conditions of Sale.

我们所有的供应商和所有与我们签订的合同需遵从以下条款和销售条件（“一般销售条款和条件”）。当采购方寄给我们一份采购订单或接受订购货物的交付，就意味着对方接受我方的一般销售条款和条件协议内容要求，这些条款立即具备约束力和完全有效。在一个持续的业务合作关系存在的情况下，未来所有的合同，供应和服务条款都同样遵从一般条款和销售条件协议内容的要求。

### 2. OFFER, ORDERS, EXECUTION OF CONTRACTS - 合同的报价，订单和执行

Our offers are subject to change and non-binding. Orders are only valid and binding if confirmed by us in writing or if recognized by us through the act of delivery. Any additional agreement, amendment and modification is only valid if confirmed in writing.

我们提供的是可变化和不可具备约束力的报价。只有被我方书面确认或者通过支付行为认定的订单才是有效和具备约束力的。只有通过书面确认，口头协议的补充和修改才是有效的。

### 3. DELIVERY AND DEFAULT - 交付和违约

3.1. In case of international sales, goods supplied shall be delivered Ex Works (Incoterms 2020). All risks of loss and damage to the goods supplied shall transfer to Purchaser upon dispatch in case the Purchaser demands shipment. In case of domestic sales goods shall be delivered to the doorstep of the Purchaser. 货物将通过工厂交货价的形式进行送达（国际商会国际贸易术语解释通则-2020版本）。

若采购方提出运输的要求，所有与该货物有关的损失及损坏风险在启运时一并转移至采购方

3.2. Unless otherwise agreed, the date quoted for delivery is for information purposes only and is not binding on us. 除非另有约定，其他引用的交付日期是不具备约束性的。

3.3. We are entitled to make partial deliveries which Purchaser may not unreasonably refuse. The corresponding invoices issued are due and payable without regard to whether the ordered delivery has been made in whole. 我们有权交付部分货物，采购方不得无理拒绝。相应发票的开具、支付将按照实际交付的数量进行，而不必考虑是否全部交货。

3.4. We shall not be held liable for damages resulting from a delayed delivery or the lack of delivery, unless in case of willful misconduct or negligence. Furthermore, in the event we are found liable, damages shall be in any case limited to the invoiced value of the relevant delivered items. 除非故意或重大过失，我方不承担因延迟交货或交货不足而产生的损失。此外，在轻微过失的事件中，我方所承担的责任在任何情况下都仅限于相关交付物品的发票票面价值。

3.5. We shall not be held liable for damages resulting from a delayed delivery or the lack of delivery, unless in case of willful misconduct or negligence. Furthermore, in the event we are found liable, damages shall be in any case limited to the invoiced value of the relevant delivered items. 除非故意或重大过失，我方不承担因延迟交货或交货不足而产生的损失。此外，在轻微过失的事件中，我方所承担的责任在任何情况下都仅限于相关交付物品的发票票面价值。

### 4. PACKAGING - 包装

Except for cases with respect to which it is expressly provided for and agreed upon in writing, the Purchaser shall not return any packaging (e.g. pallets, barrel, IBCs) to us. 除非明确约定和书面确认的约定情况发生，任何包装材料（如托盘，桶，中型散货箱）不得退还给我们。

### 5. PRICES AND PAYMENT TERMS - 价格和付款条件

5.1. For international sales, unless otherwise expressly agreed in writing, prices are quoted “Ex Works”. Therefore, delivery and shipping costs and any applicable tax are not included and are at your charge. For domestic sales, prices shall be negotiated on a case by case basis to include shipping costs. 除非另有书面约定，引述的价格是“工厂交货”。因此，交货和运输成本，以及任何适用的税均不包括在报价内，这些费用应由你方承担。双方另有约定的除外。

5.2. The prices of the delivered goods are indicated in the relevant invoice. Payment shall be due according to the payment terms provided for in the relevant supply agreement and/or indicated in the relevant invoice. If no payment term is provided, goods shall be payable upon delivery. 运输货物的价格会体现在相关发票中。应根据相关的供应协议和/或在相关发票中的付款条件内容完成付款支付。如果没有提供付款方式，货物须根据货运支付。

5.3. Title to goods supplied will pass to Purchaser upon full payment of the goods delivered. 我方根据采购方的全额付款情况将货物的所有权转移给采购方。

### 6. DELAYED PAYMENT OR DEFAULT - 延迟付款或违约

6.1. Payments shall be made in the currency indicated in the invoice to one of our bank accounts which we will notify in writing to Purchaser. 我方将以书面形式通知采购方关于付款发票上银行账户的信息。

6.2. All payments shall be net of any bank deduction or transfer charges, taxes or other dues. 所有的付款金额应该是扣除银行扣款，转账费，税和其他款项之后的数目。

6.3. In case of delayed payment or default in the payment of any invoice, we have the right to late payment interest of 0.1% per day, without prejudice to our right to claim any greater damages, if any. 一旦发生发票的款项延迟，付款或违约的情况，在不影响我方索赔更大损失的前提下，我方有权获得未付款余额千分之一的违约金。

6.4. Should there be any reasonable doubts as to Purchaser’s solvency or credit worthiness or in case of recurring delayed payments we are entitled to require payment in advance for deliveries not yet made and to require immediate payment of all our claims arising from the business relationship, without prejudice to any other claim of action. 如果采购方因为在偿付能力或信用评级或反复出现的延迟，付款等情况而被我方质疑，在不损害其他索赔行动的前提下，我方有权要求采购方提交尚未交割的货物预付款，并且需要采购方立即支付业务关系中产生的所有款项。

6.5. Any arrangement regarding a payment plan, deferred payments or the like, shall be agreed upon in writing by our and Purchaser’s duly authorized representative. 任何针对付款计划，延迟付款或其他类似情况的安排，都应由我方和采购方的正式授权代表书面签字确认。

### 7. FORCE MAJEURE - 不可抗力

Any event and/or circumstance whose occur beyond our control, including but not limited to strike, lock out, fire, explosion, flood, acts of God, natural disasters, shortage of raw material required for the productions of goods supplied, pandemics, wars (declared or undeclared) or acts of terrorism, (a “Force Majeure Event”), to which we are subject, shall, to the extent our performance is affected, discharge us from the performance of our obligations and Purchaser shall not have any right to reimbursement of costs or expenses, claim for damages or termination of any agreement or cancellation of any order. 我们无法控制的事件或者某些情况的发生，包括但不限于罢工，火灾，爆炸，洪水，天灾，自然灾害，客观原因使生产所需的原材料短缺，战争（公开或未公开）或恐怖主义行为（称之为“不可抗力事件”），使我们双方在某种程度上都受到影响，我方将享受免责义务。采购方无权要求我方赔偿相关的成本或费用，以及协议终止或者订单取消而造成的损失。

8. QUALITY AND QUANTITY - 质量和数量

8.1. All goods supplied shall conform to the specifications indicated in the sale statement sent by us to Purchaser upon the first delivery with respect to each product (i.e. trade name). Except for the representation above, we disclaim any and all other express or implied warranties with respect to the goods supplied. 所有货物均应符合我方发送给采购方的销售产品说明书中关于每种产品（例如商品名称）的描述。除了以上的描述，我方不承认任何其他关于货物的明示或者暗示的描述。

8.2. We shall notify in writing of any change to any specifications of any sale statement already sent to Purchaser. 针对发送给采购方的任何销售产品描述，我方会以书面方式告知任何变动和产品描述。

8.3. The quantity of the goods supplied is indicated in the bill of transport. Provided that notice is given to us in accordance to sections 8.4 and 8.5 below, Purchaser has the right to complain only if the discrepancy between the quantity stated in the bill of transport and the quantity supplied exceeds 0.5%. 货物的数量将在运输单中显示。假如采购方遵守如下8.4条和8.5条的要求，采购方才有权在运输单显示的货物数量和实际接收的货物数量差异超过0.5%的情况下进行投诉。

8.4. Purchaser undertakes to examine and inspect the goods immediately after delivery; provided, however, that in case of goods in liquid form, supplied via tanker, such goods shall be inspected immediately upon delivery prior to the pouring of such goods in any Purchaser’s barrel or any other kind of container. It being understood that in no case we shall be responsible for any defect of quality and/or quantity of the delivery identified after the goods have been received and/or stocked and/or used and/or mixed with other substances by Purchaser. 采购方承诺在货物接收后立即检查和检验，并且在货物接收后的15天内进行任何情况的检查和检验。然而，通过油罐车运输的液体货物应在其倾倒入采购方任何的滚桶或其他类型的容器之前进行立即检查。这意味着，我方对于货物被接收后/或者被储存/或者被使用/或者与采购方的其他材料混合后造成的货物质量或数量的缺陷不承担责任。

8.5. Purchaser shall notify us within 10 (ten) business days after the delivery if the goods supplied do not conform to the specifications indicated in the sale statement or if there is a material discrepancy, pursuant to art. 8.3 above, in the quantity indicated in the bill of transport. In case of a quality complaint Purchaser shall send a sample of the goods together with a report of the tests performed. Failure to proceed in the aforesaid term and manner shall result in the goods being regarded as accepted. We reserves the right to review Purchaser’s complaints. 根据之前8.3条款关于运输单的货物数量，采购方可以在7个工作日之内向我方反映接收货物不符合产品描述或者材料不符的情况。未能完成上述方式将被我方视为货物正常接收。我方保留评估采购方投诉的权利。

8.6. Any material shortage of quantity, pursuant to art. 8.3 above, and ascertained and notified in accordance to sections 8.4 and 8.5 above, will be made up in the next delivery of goods unless this proves unreasonable under the specific circumstances, in which case we will issue a credit note. 根据之前8.3条款，以及8.4条款和8.5条款的确认和说明，任何物料数量上的短缺，将会在下次货物运送中由我方补足。

8.7. In case all or part of the goods delivered do not conform to the specifications indicated in the sale statement, Purchaser is entitled to return to us at our costs such non-conforming goods and we will promptly replace such goods with goods that conform to the relevant specifications and, at our own discretion, we will either recollect the non-conforming goods or pay for documented disposal costs of such goods by Purchaser. 一旦所有或者部分货物不符合销售说明书中的产品描述，采购方有权按照原价退还货物，我方也会尽快以符合要求的货物进行替换。我方同时也会回收不符合要求的货物或者支付给采购方因此而造成的成本损失。

9. LIABILITY- 责任

9.1. In accordance with section 8.1 above, we warrant solely that goods supplied conform to the specifications indicated in the sale statements. Any warranty of merchantability or fitness for a particular purpose is expressly excluded. 根据之前8.1条款，我方承诺提供的货物符合销售说明书中的产品描述。并明确排除任何特殊目的的销售承诺。

9.2. Purchaser’s exclusive remedy and our sole obligation for any claim or cause of action, brought by Purchaser or any third party, in connection with the supply of goods governed by the General Terms and Conditions of Sale is expressly limited to either (i) the replacement of non conforming goods pursuant to section 8 above, or (ii) payment of an amount not exceeding the invoiced price of the specific quantity of goods with respect to which damages are claimed. 由采购方或者其他第三方引起的任何索赔，采购方的排他性赔偿和我方的唯一义务在本协议中明确限定于(i)不符合要求的货物根据之前第八条条款进行替换。或者(ii)针对损失造成的金额索赔不超过特定货物数量的发票价格

9.3 Purchaser shall be the sole and exclusive responsible person for any use of the goods delivered and shall indemnify, defend and hold us harmless against, and reimburse us for all losses, damages, costs, expenses, liabilities, that we may suffer or incur, or become subject to, or any third party's claim, as a result or in connection with the use, application, transfer or any other process of the supplied goods after delivery.

如果我方可能遭受或发生，或者因为产品使用，应用，转移或者其他原因成为第三方的索赔对象，采购方作为接受货物的唯一使用负责人需要赔偿、保护我方免收损失，并且赔偿所有的损失，成本，费用。

#### **10. CONFIDENTIALITY - 保密原则**

Purchaser undertakes to keep, and cause its directors, officers, principals, employees, agents and representatives (collectively, the "Representatives") to keep confidential the terms and conditions of the supply services performed under these General Terms and Conditions of Sale (including but not limited to payments terms, prices, quantity supplied and specifications of goods) and any information provided by us in connection with the supply of goods unless such information (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of its disclosure by Purchaser or its Representatives in breach of the General Terms and Conditions of Sale), (ii) was available to Purchaser on a non-confidential basis prior to disclosure by us, (iii) was, is or becomes available to Purchaser on a non-confidential basis from a person who is not bound by a confidentiality obligation with us. Purchaser will be responsible for any breach by its Representatives of this section 10.

你需要承诺你的领导，同事，员工，代理商等保守此协议的条款内容（包括但不限于付款条件，价格，数量，货物的数量和产品描述）以及由我方提供的其他相关信息，除非此信息(i)到了信息公开或者信息可以对外公布的时间（并非是你或者你方员工违反此协议内容而造成的公开结果），(ii)在我方公布之前，你方基于非保密原则的使用，(iii)曾经，现在或者今后使你方基于非保密原则的使用，而使个人与我方没有保密义务的约束。你方需要承担你方员工违反第十条款的损失。

#### **11. PRIVACY LAW - 隐私法**

Purchaser's personal data will be processed by us for commercial and administrative purposes only to the extent required for the performance of the purchase orders and the obligations provided herein. Such personal data may be transferred for the same purposes to private entities and/or public authorities, in China or abroad.

我方仅为执行采购订单基于商业和行政目的使用买方的私人信息。在境内外，买方的私人信息亦仅为同样的目的让私人机构和/或政府机构知悉。

#### **12. CODE OF CONDUCT - 行为准则**

Purchaser represents to have read Giovanni Bozzetto S.p.A.'s Code of Conduct, to which Bozzetto Shanghai Chemical Trading Co. Ltd. adheres, made available

on the website [www.bozzetto-group.com](http://www.bozzetto-group.com) and acknowledges and agrees to comply, and cause its Representatives to comply, with the principles and rules of conduct provided therein in the relationship with us. We shall have the right to immediately terminate any agreement or commitment by giving written notice to the Purchaser for any act or conduct by Purchaser and/or its Representatives aimed to or resulting in a breach of any of the provisions of the Code of Conduct.

采购方通过[www.bozzetto-group.com](http://www.bozzetto-group.com)网站已经阅读，知晓并且同意遵守乔凡尼卜赛特的行为准则内容，并且确保员工遵守准则中与我方相关联的条款和内容。如果采购方或者其员工的任何行为违反了行为准则内容，我方有权立即通过书面方式告知采购方终止任何协议或者承诺。

#### **13. PURCHASER'S GENERAL TERMS AND/OR CONDITIONS OF PURCHASE**

##### **采购方关于采购的一般性条款和条件**

It is expressly agreed that Purchaser's General Terms and/or Conditions of Purchase, if any, shall not apply to any sale of goods supplied by us, whether or not incorporated in or attached to any purchase order or other document.

此处明确约定，即使存在，采购方的一般条款和/或购买条件等协议，不适用于我方任何货物的销售情况，无论货物是否与采购订单或者其他文件相关联。

#### **14. APPLICABLE LAW - 适用法律**

The relationship between the parties shall be governed by, and construed in accordance with Chinese laws without giving effect to the conflict of law principles.

##### **各方之间的关系应该根据中国法律条例管理**

#### **15. DISPUTE RESOLUTION - 争议解决**

All disputes arising out of or in connection with the supply of goods by us to Purchaser shall be finally settled under the Rules of Arbitration of Shanghai International Economic and Trade Arbitration Commission by one or more arbitrators appointed in accordance with said Rules. The seat of the arbitration shall be Shanghai. The expenses of the arbitration proceedings shall be borne by the parties in accordance with the applicable determinations of the arbitrator or the arbitration panel.

所有关于我方与采购方之间货物的争议纠纷最终应由上海国际经济贸易仲裁委员会的仲裁规则裁决，根据此规则将指定一个或多个仲裁员。仲裁地点为上海，语言为英语。仲裁程序中的费用应根据仲裁员的判定或仲裁庭适用规定由双方承担。

#### **16. LANGUAGE**

The General Terms and Conditions of Sale are available in English language and in Chinese language. In case of any conflict, contradiction or inconsistency between the version in the English language and the version in the Chinese language, the English version shall prevail.

《销售合同一般条款》使用中英文两种文本。如果中英文两种文本有冲突，则英文优先于中文文本。