



## General Terms and Conditions of Sale/通用销售条款和条件

<p>Version valid from: April 1, 2022/本版本自 2022 年 4 月 1 日起生效</p> <p>Apply to individual company as below/单独适用于以下各公司</p> <p>Omya (Shanghai) Investment Co., Ltd. 欧米亚（上海）投资有限公司</p> <p>Omya Minerals (Beihai) Co., Ltd. 欧米亚钙业（北海）有限公司</p> <p>Hezhou Hongfeng Mining Co., Ltd. 贺州市宏丰矿业有限公司</p> <p>Omya Minerals (Jiujiang) Co., Ltd. 欧米亚钙业（九江）有限公司</p> <p>Asia Symbol (Guangdong) Omya Minerals Co., Ltd. 亚太森博（广东）欧米亚钙业有限公司</p> <p>HC Omya Minerals (Jiangmen) Co., Ltd. 北越欧米亚钙业（江门）有限公司</p> <p>Changxing County Baixiang Wollastonite Co., Ltd. 浙江省长兴县白象硅灰石矿业有限公司</p> <p>Omya Minerals (Changshu) Co., Ltd. 欧米亚钙业（常熟）有限公司</p> <p>Omya Mineral (Anhui Qingyang) Co., Ltd. 欧米亚钙业（安徽青阳）有限公司</p> <p>Omya Shunda (Linkou) Fine Chemical Co., Ltd. 林口欧米亚顺达精细化工有限公司</p> <p>Omya Haiming (Nanchang) Chemical Co., Ltd. 南昌欧米亚海鸣化工有限公司</p> <p>Linkoun Shunxin Powder Co., Ltd. 林口顺鑫粉体有限责任公司</p> <p>Changxing Omya Carbonates Co., Ltd., 长兴欧米亚钙业有限公司</p> <p>Sichuan Konkasnow New Material Limited 四川贡嘎雪新材料有限责任公司</p> <p>Ya'an Konkasnow Non-metallic Mining Co., Ltd. 雅安贡嘎雪非金属矿业有限公司</p> <p>Shimian Jiatai Mining Co., Ltd. 石棉县嘉泰矿业有限公司</p> <p>Xixia Jufeng Powder New Material Co., Ltd. 西峡巨丰粉体新材料有限公司</p>	
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<p><b>1. Scope and Definitions</b></p>	<p><b>1. 范围和定义</b></p>
<p><b>a)</b> These General Terms and Conditions of Sale (hereinafter referred to as <b>“Terms”</b>) apply to all quotes, price lists, offers, order confirmations, delivery of any tangible and intangible goods, and any performance (of any works, services or other) made by the companies mentioned on the top of this page(hereafter individually referred to as <b>“Seller”</b>) and all request for quotes and purchase orders placed by Seller’s customers (hereinafter individually referred to as <b>“Buyer”</b>). Any general terms and conditions and/or any other additional, different or conflicting provision stipulated by Buyer, are expressly not accepted by Seller, and shall not apply. Neither delivery nor performance nor any representations nor other statements or information provided by or on behalf of Seller shall alter these Terms or the rights and duties of Seller and Buyer defined herein.</p>	<p><b>a)</b> 本《通用销售条款和条件》（以下称为<b>“条款”</b>）适用于此页面上方所列明的公司（以下分别称为<b>“卖方”</b>）发出的所有报价、价格单、要约；做出的订单确认、任何有形和无形产品的交付及（任何工作、服务或其他事项的）任何履行，以及卖方的客户（以下分别称为<b>“买方”</b>）发出的报价请求和下达的采购订单。卖方明确不接受且不适用买方提出的任何通用条款和条件和/或其他任何额外的、不同的或存在冲突的规定。卖方或卖方代表做出的交付、履行、陈述和其他声明以及提供的信息不得更改本条款，也不得改变本条款中所约定的卖方和买方的权利和义务。</p>
<p><b>b)</b> <b>“Affiliate/s”</b> shall include any corporation, association, or other entity that directly or indirectly controls, is controlled by, or is under common control with a Party, either currently or during the term of the Agreement. The term <b>“control”</b> (including, its correlative meanings <b>“controlled by”</b> and <b>“under common control with”</b>) means the power to exercise a decisive influence over the activities and/or the management, whether through the ownership of voting securities, by contract or otherwise.</p>	<p><b>b)</b> <b>“关联方”</b>应包括目前或在本协议的有效期内直接或间接控制一方、被其控制或与其一起处于共同控制之下的任何公司、合伙或其他实体。<b>“控制”</b>这个词（包括其相关含义<b>“被控制”</b>和<b>“处于共同控制之下”</b>）指对活动和/或管理行使决定性影响的权力，无论该权力通过拥有有表决权的证券、根据合同还是凭借其他方式实现。</p>
<p><b>c)</b> Seller and Buyer are herein individually and collectively also referred to as <b>“Party”</b> or <b>“Parties”</b>, respectively.</p>	<p><b>c)</b> 卖方和买方在本条款中分别称为<b>“一方”</b>，共同称为<b>“双方”</b>。</p>
<p><b>d)</b> <b>“Goods”</b> shall, for the purpose of these Terms, include any tangible and intangible goods and any performance (of any works, services or other), which are delivered by Seller, its Affiliates or subcontractors.</p>	<p><b>d)</b> 出于本条款的目的，<b>“产品”</b>包括卖方及其关联方或分包商交付的任何有形和无形的产品以及（任何工作、服务或其他事项的）任何履行。</p>
<p><b>2. Conclusion and Content of Agreement</b></p>	<p><b>2. 协议的达成和内容</b></p>
<p>Seller’s quotes, price lists and offers are non-binding. A binding agreement is established by and with the content of Seller’s written or electronic order confirmation or, if none, by Seller’s delivery or performance. These Terms together</p>	<p>卖方的报价、价格单和要约没有约束力。有约束力的协议通过卖方同意履行的书面或电子订单确认函达成；如没有该等订单确认函，则以卖方的交付或履行达成。本条款以及卖方的订单确认函或者替代订单确认函的卖方</p>

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<p>with Seller's order confirmation or, if none, with Seller's delivery or performance constitute the entire agreement (collectively referred to as "<b>Agreement</b>") between the Parties. Buyer shall review Seller's order confirmation and respond in writing in case of any incorrectness immediately upon receipt.</p>	<p>的交付或履行，构成双方之间的完整协议（统称为“<b>协议</b>”）。买方收到卖方的订单确认函后应仔细阅读，如有任何不正确之处则应当立即做出书面回应。</p>
<p><b>3. Affiliates and Subcontractors</b></p>	<p><b>3. 关联方和分包商</b></p>
<p>Seller is entitled, at its discretion, to deliver or perform entirely or partly:</p>	<p>卖方有权经自行斟酌后部分或完全以如下方式进行交付或履行：</p>
<p><b>a)</b> through its Affiliates, which shall act in their own name and shall be solely liable to the Buyer for correct execution of the Agreement according to these Terms, and/or</p>	<p><b>a)</b> 通过其关联方进行交付或履行，该等关联方应以其自身名义行事，独自根据本条款对正确履行本协议向买方承担全部责任；和/或</p>
<p><b>b)</b> through third-party subcontractors.</p>	<p><b>b)</b> 通过第三方分包商进行交付或履行。</p>
<p><b>4. Price and Payment</b></p>	<p><b>4. 价格和付款</b></p>
<p><b>a)</b> The price payable by Buyer shall be the price set forth in Seller's order confirmation or invoice. Unless otherwise defined therein or agreed between the Parties in writing, the price is payable in the currency of the country in which Seller is domiciled, and shall be exclusive of any taxes, duties or other levies, which shall be borne by Buyer.</p>	<p><b>a)</b> 买方应当支付卖方订单确认函或发票中所列的价款。除非订单确认函或发票中另有约定或双方书面约定，否则价款以卖方所在地的货币支付且价款当中不含任何的税费或其他税款，这些费用当由买方承担。</p>
<p><b>b)</b> Seller reserves the right, at any time before delivery or performance, to increase the price based on any factors beyond the Seller's control (such as foreign exchange fluctuations, currency regulations, increases in freight costs or duties, increase in the costs of labour, materials, energy, or other costs of manufacture, or changes to delivery dates, quantities or specifications requested by Buyer and accepted by Seller).</p>	<p><b>b)</b> 卖方保留在进行交付或履行之前基于其无法控制的任何因素（如外汇波动，货币管制，运费或税费增加，劳动力、能源、材料成本或其他制造成本增加，买方提出的且为卖方所接受的交付日期、数量或规格的变动）而随时提高价格的权利。</p>
<p><b>c)</b> The prices are FCA at the domicile of Seller, in accordance with the ICC-Incoterms 2020, unless otherwise defined in Sellers order confirmation or agreed between the Parties in writing.</p>	<p><b>c)</b> 除非卖方的订单确认函中另有约定，或者双方之间另有其他书面约定，根据《2020 年国际贸易术语解释通则》，价格为 FCA（卖方所在地）。</p>
<p><b>d)</b> The payment term is 30 days upon the invoice date, unless otherwise defined in the corresponding order confirmation or the invoice. The Seller reserves the right to</p>	<p><b>d)</b> 除非相应的订单确认函或发票中另有约定，否则付款期限为发票日期起 30 天。卖方保留要求买方在卖方开始</p>

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request full or partial prepayment, e.g. before delivery, performance, production start, shipping, etc.	交付、履行、生产、运输等之前进行部分或全部预付的权利。
<b>e)</b> No amounts due and payable may be withheld or set off against any type of counterclaims.	<b>e)</b> 任何到期应付的金额不得因任何种类的反索赔而被代扣或抵扣。
<b>f)</b> In case of failure to comply with payment terms	<b>f)</b> 如买方没有遵守付款条款，则
(i) Buyer is automatically in delay and is obliged to pay interest on arrears of ten (10) percent per year on the corresponding outstanding, and	(i) 自动视为买方拖欠付款，买方有义务就拖欠支付的金额以百分之十（10）的年利率支付欠款利息；及
(ii) Seller and any of its Affiliates is entitled to stop and/or request prepayment for pending deliveries to Buyer and any of its Affiliates.	(ii) 卖方及其任何的关联方均有权停止尚未履行完毕的交付或要求买方及其任何关联方就此预付货款。
This applies immediately and without notice of Seller.	该等约定立即适用，无须卖方事先通知。
<b>5. Benefits and Risks</b>	<b>5.利益及风险</b>
Subject to Clause 6 below, the benefits and risks shall pass to Buyer upon the earliest of a) Seller's notification that the Goods are ready for dispatch or b) the delivery of the Goods in accordance with the agreed delivery terms or c) the delivery of the Goods to the consignment stock at Buyer's plant, if applicable.	在满足下文第 6 条的情况下，在以下各项当中最早发生时，利益和风险转至买方：a) 卖方通知已经备好产品可以发货，或 b) 卖方按照约定交付条款交付产品，或 c) 如适用，产品交付至买方工厂的寄售仓库。
<b>6. Retention of Title</b>	<b>6.所有权保留</b>
<b>a)</b> To the extent permitted under the law of the country to which the Goods are delivered, Seller shall retain benefit and title to the Goods until Buyer has paid the price in full. If such law does not permit retention of title but permits Seller to retain other rights to the Goods, Seller shall be entitled to exercise all rights of this kind.	<b>a)</b> 如为产品交付地法律所允许，在买方足额支付价款之前，卖方应当保留产品的利益和所有权。如该等法律并不允许保留所有权，但允许卖方保留产品的其他权利，则卖方应当有权行使所有的此类权利。
<b>b)</b> Buyer undertakes to assist Seller in connection with all measures for purposes of securing credit for the Goods and, in particular, to enter into corresponding supplemental agreements, if necessary. Buyer authorizes Seller to have the entry or priority note regarding the retention of title registered in public registries and the like. Buyer further agrees to keep the Goods in good storage and repair and to	<b>b)</b> 买方承诺为维护产品信誉愿意协助卖方采取所有相关措施，特别是，在必要时签订补充协议。买方授权卖方在公开的信息登记册或类似的文件中针对所登记的所有权保留录入注解或注明优先权。买方进一步承诺在购买价款全部付清前保证产品处于良好的保存状态，保证产品不受损失或损坏。

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<p>insure them against loss or damage until the purchase price has been paid in full.</p>	
<p><b>7. Deliveries</b></p>	<p><b>7. 交付</b></p>
<p><b>a)</b> Seller will exercise its reasonable efforts to adhere to agreed delivery dates, subject to the reservation of itself obtaining deliveries and transport contractors' services being provided in due time, but does not accept any binding obligation in regard to proposed or agreed delivery dates or leadtimes. Circumstances beyond Seller's control that render timely delivery impossible or lead to increased cost shall entitle Seller, at its option, to postpone delivery, to make partial delivery or to withdraw from the Agreement, in whole or in part. Partial delivery is reserved also in case of absence of such reasons.</p>	<p><b>a)</b> 在卖方按时取得交付产品且货运承包商按时提供服务的情况下，卖方将合理努力遵守交付日期约定，但不承担拟议的或约定的交付日期或交付提前周期方面任何有约束力的义务。如超出卖方控制的情况导致其无法按时交付或成本增加，则卖方应当有权自行选择推迟交付、进行部分交付，或者部分或全部取消本协议。在不存在上述原因的情况下，卖方也可进行部分的交付。</p>
<p><b>b)</b> All liability on the part of Seller for damages resulting from delayed delivery, partial delivery or withdrawal from the Agreement shall be excluded to the extent permitted by law. In the event of liability of Seller, the liability shall be limited to the costs of a replacement delivery of Goods from Seller, minus delivery costs.</p>	<p><b>b)</b> 在法律所允许的程度上，对延迟交付、部分交付或取消本协议造成的损害，应当排除卖方所应承担的责任。若卖方必须承担责任，则该责任应以卖方进行换货的成本减去交付成本为限。</p>
<p><b>c)</b> Seller reserves the right to deliver plus/minus 5% of the quantity of Goods defined in the order confirmation. The weight determined in connection with loading shall be determinative for the calculation.</p>	<p><b>c)</b> 卖方保留交付的产品数量为订单确认函中约定数量的 105%/95% 的权利。以装载过程中确定的重量为准。</p>
<p><b>d)</b> Cost for waiting time, demurrage, or the like due to delayed acceptance / taking over of the Goods by Buyer or persons acting on behalf of Buyer shall be invoiced to and paid by Buyer.</p>	<p><b>d)</b> 由于买方或买方代表延迟验收/收货所造成的等待成本、滞期费等类似费用，卖方应当向买方开具发票并由买方支付。</p>
<p><b>8. Warranties</b></p>	<p><b>8. 保证条款</b></p>
<p><b>a)</b> Seller warrants that, at the time of delivery, the Goods (i) conform to the then current specifications, (ii) are manufactured, packaged and labeled in compliance with the applicable laws at the place of manufacture, and (iii) are free from any legal encumbrances.</p>	<p><b>a)</b> 卖方保证，在进行交付时，产品 (i) 符合当时实行的规格，(ii) 按照生产地适用的法律制造、包装和贴标，及 (iii) 不存在任何的法律负担。</p>
<p><b>b)</b> ANYWARRANTY AND REPRESENTATION OF ANY PERFORMANCE OF THE GOODS AND OF MERCHANTABILITY</p>	<p><b>b)</b> 本协议不包含对产品的性能以及为特定目的适销性或适当性作任何保证或陈述。已经或可能提供给买方的所</p>

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<p>OR FITNESS FOR A PARTICULAR PURPOSE IS EXCLUDED. ALL INFORMATION THAT HAS BEEN OR MAY BE GIVEN TO BUYER (E.G. IN PRODUCT INFORMATION, SAFETY DATA SHEETS, OTHER ACCOMPANYING PRODUCT DOCUMENTATIONS, COMMUNICATIONS AND RECOMMENDATIONS) SHALL NOT BE CONSIDERED AS WARRANTY OR REPRESENTATION OF SELLER. THE EXPRESS REPRESENTATIONS SELLER MAKES TO BUYER IN CLAUSE 8 a) ARE THE ONLY REPRESENTATIONS SELLER MAKES. ANY OTHER WARRANTIES AND REPRESENTATIONS, BE IT BY LAW, EXPLICIT OR IMPLICIT, ARE TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW EXCLUDED. BUYER IS RESPONSIBLE FOR CARRYING OUT APPROPRIATE TESTING REGARDING THE SUITABILITY OF THE GOODS OR WORKS OR SERVICES FOR BUYER'S PARTICULAR PURPOSES AND PROCESSING CONDITIONS.</p>	<p>有信息（如产品信息、安全数据表格、其他随附的产品文档、通讯和推荐）均不得被认为是卖方的保证或陈述。卖方在第8a)款中向买方做出的明示陈述为卖方所做出的唯一陈述。其他的任何保证和陈述，无论其是否依据法律而做出，也无论其为明示还是暗示的保证和陈述，均按适用法律的规定在最大可能的程度上予以排除。买方负责对产品、工作或或服务是否适合于买方的特定目的以及是否满足加工条件进行适当的检测。</p>
<p><b>9. Buyer's Claims</b></p>	<p><b>9. 买方索赔</b></p>
<p><b>a)</b> Claims shall be valid only if made substantiated indicating the reasons in writing within three (3) working days for dry Goods, twelve (12) working hours for wet Goods, and three (3) working days for works, services or any other 'Goods' (as defined above), respectively, each from the time of delivery. In default of such timely notice, the corresponding deliveries and/or performances shall be deemed to have been accepted by Buyer.</p>	<p><b>a)</b> 干粉产品的索赔仅在交付之时起三（3）个工作日内书面证实并说明原因方可有效，浆料产品为交付之时起十二（12）个工作小时，工作、服务或其他任何“产品”（定义见上）则为交付之时起三（3）个工作日。如未能在此期限内及时通知，则相应的交付产品和/或履行项应当被视为已为买方所接受。</p>
<p><b>b)</b> Seller shall be entitled, at its discretion, to inspect or have inspected the objected Goods at Buyer's premises, and/or to require Buyer to send a sample of the objected goods to Seller withing reasonable time.</p>	<p><b>b)</b> 卖方应当有权自行决定在买方的场所检查或让他人检查买方提出异议的产品，和/或要求买方在合理的时间将异议产品的样品寄给卖方。</p>
<p><b>c)</b> Buyer shall keep the objected Goods separate from other goods in their original condition and not use them.</p>	<p><b>c)</b> 买方应当将异议产品按其原有状态与其他产品分开存放，而且不得使用这些异议产品。</p>
<p><b>d)</b> No Claim for non-compliance with the represented specifications or shortage in quantity of any individual delivery or for any other reason shall be valid after the delivered Goods have been mixed with other goods or used in the production process of Buyer or Buyer's customers. For the purposes of these Terms, "Claims" means any claims, demands, causes of action, legal actions, proceedings, judgments, awards, damages, losses, costs,</p>	<p><b>d)</b> 如交付的产品已与买方或买方客户的其他产品混合，或者被用于买方或买方的客户的生产过程，则对任何一批交付产品不符合所陈述的规格或者数量短缺或关于任何其他原因的索赔均为无效。为本条款之目的，“索赔”指任何的索赔、要求、诉讼、法律行动、法律程序、判决、裁定、损害赔偿、损失、成本、花费、罚款、罚金、诉讼成本、合理的律师费、回归索赔和其他任何的</p>

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<p>expenses, fines, penalties, litigation costs, reasonable attorney's fees, regress claims and any other liability.</p>	<p>责任。</p>
<p><b>e)</b> Subject to timely complaint and compliance with the above provisions by Buyer, Seller, at its option, shall either replace the nonconforming Goods with Goods that conform to the current specifications, or improve the Goods, or reduce or refund the price. Buyer shall, upon Seller's instruction, return the nonconforming Goods to Seller in their original condition or dispose them. It is understood that this shall be Buyer's sole Claim.</p>	<p><b>e)</b> 如买方及时投诉且遵守以上约定，则卖方经自行选择后，应当以符合当时的规格的产品替换不合格的产品，或者对产品做出改进，或者减少或退还货款。买方应按卖方的指示以不合格产品的原始状态向卖方退回产品或者处置产品。双方理解这应当是买方所能获得的唯一赔偿。</p>
<p><b>10. Limitation of Liability</b></p>	<p><b>10. 责任限制</b></p>
<p>UNLESS SELLER CAUSED A DAMAGE BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SELLER, ITS AFFILIATES, AUXILIARY PERSONS, SUBCONTRACTORS, AND THEIR EMPLOYEES AND DIRECTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, OPPORTUNITIES, REVENUES, AND ANY REPUTATIONAL DAMAGE, AND ANY OTHER DAMAGE, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF REPRESENTATIONS AND WARRANTIES, TORT OR OTHERWISE.</p>	<p>除非卖方因为其自身严重疏忽或故意的不当行为而造成损害，否则卖方及其关联方、辅助人员、分包商及其雇员和董事在任何情况下均不对任何直接、间接、附带或后果性的损害、任何利润、机会、收益的损失、任何声誉的受损以及其他任何损害承担责任，无论这些损害是由于违约、违反陈述和保证、侵权还是因为其他原因所造成。</p>
<p><b>11. Trademarks</b></p>	<p><b>11. 商标</b></p>
<p>In connection with further processing or other use of the Goods (including transferring into another container, repackaging, mixing, etc.), the trademarks (including, in particular, brand names, logos, etc.) are to be removed from the delivered Goods. Any further use of such signs shall be permissible only with the prior written consent of owner of such signs.</p>	<p>卖方交付的产品如果被进一步加工或用于其他用途（包括转入另一个储罐、重新包装、混合等等），产品商标（尤其包括品牌名称、图标等等）应当从交付的产品上移除。该等标识的任何进一步使用均应事先得到其所有者的书面允许。</p>
<p><b>12. Obligation to keep Records and to cooperate</b></p>	<p><b>12. 保留记录和进行配合的义务</b></p>
<p><b>(a)</b> Buyer shall maintain complete and accurate records of all quantities of product purchased and their use.</p>	<p><b>(a)</b> 买方应当保留其所购买的所有产品数量及用途的完整且准确的记录。</p>
<p><b>(b)</b> If any governmental or other competent authority or Seller issues a product withdrawal or recall or wants to communicate an information to the market, Buyer shall fully</p>	<p><b>(b)</b> 如任何政府或其他相关当局或卖方发布产品撤回或召回的指令，或者意欲向市场传达信息，买方应当给予卖方充分的配合，尤其是在卖方下达指令后，根据该等指令在以下方面进行配合：</p>

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<p>cooperate with Seller, in particular, upon and in accordance with Seller's instruction, in:</p>	
<p>(i) promptly contacting any third party users which Seller desires to be contacted, which have received the Goods or processed products containing the Goods (hereafter the "Users") from Buyer,</p>	<p>(i) 立即联系卖方希望联系的、已经从买方那里收到产品的或者其所加工的产品中包含卖方产品的任何第三方使用者（以下称为“使用者”），</p>
<p>(ii) promptly communicating to such Users any information or instructions which Seller wishes to transmit,</p>	<p>(ii) 立即告知该等使用者卖方希望传达的任何信息或指令，</p>
<p>(iii) obtaining the removal of all Goods or processed products containing the Goods from Buyer's inventory and the inventory of Users, and/or to organize a recall, and</p>	<p>(iii) 完成从买方的存货和使用者的存货中撤回所有的产品或包含产品的已加工产品，和/或组织召回，及</p>
<p>(iv) disposing of removed Goods.</p>	<p>(iv) 处置已被撤回的产品。</p>
<p>(c) Seller agrees to reimburse Buyer for all reasonable direct out-of-pocket costs and expenses actually incurred as a result of removing of and disposing of Goods produced by Seller as requested by Seller. Seller disclaims any liability for Goods produced by third party producers, Buyer's or third parties' finished products or work in process.</p>	<p>(c) 卖方同意补偿买方在按卖方的要求撤回和处置卖方生产的产品过程中所发生的所有合理的先行支付的直接成本和实际开支。卖方对第三方生产商生产的产品、买方或第三方的产成品或半成品不承担责任。</p>
<p><b>13. Confidentiality</b></p>	<p><b>13.保密</b></p>
<p>Until the end of the term of the Agreement and for a subsequent period of 5 (five)years, Buyer agrees to keep the existence of the Agreement and any information supplied to it by Seller under the Agreement and/or before the Agreement is made (including, in particular, information regarding offers, pricing, financial information, market information, customer data, data of employees, manufacturing and technical information and know-how) confidential.</p>	<p>在本协议的有效期以及之后的5（五）年内，买方同意对本协议的存在及卖方在本协议项下和/或本协议签订前提供给买方的任何信息（尤其包括要约、定价、财务、市场方面的信息，客户数据，员工数据、制造和技术信息和专有技术）保密。</p>
<p><b>14. Force Majeure</b></p>	<p><b>14.不可抗力</b></p>
<p>a) Non-, bad-, or late-performance of Seller shall be excused to the extent that performance is rendered impossible or prevented or hindered or is delayed by an event of force majeure, governmental act, or change of circumstances beyond the control of Seller (e.g. war and war like activities, revolution, terrorist act, strike,</p>	<p>a) 卖方因不可抗力、政府行为或其无法控制的情况变化（如战争和类似战争的活动，革命，恐怖行为，罢工，环境灾害，地质影响，瘟疫，流行病，执行新的经济限制/禁令，经济崩溃，货币瘫痪，卖方供应商、服务提供商或承包商/分包商没有履约、履约不善或延迟履约，爆炸、火灾，基础设施瘫痪，网络事故或网络遭到攻击，信息技术</p>





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<p>(including end use thereof) and the performance of the Agreement, Buyer and those under its control shall comply at all times with all applicable laws, rules and regulations of all relevant jurisdictions, including those relating to product safety laws and to the export or import of goods including economic sanctions or embargos imposed by the United Nations and other international and national bodies (hereafter collectively the “Regulations”). Seller is relieved from its supply/performance obligations in case these would constitute an infringement of such Regulations.</p>	<p>当始终遵守所有相关司法管辖地适用的包括与产品安全和产品进出口相关的所有法律、法规和条例，包括联合国和其他国际和国家机构实施的经济制裁或贸易禁运（以下统称为“管制条例”）。如卖方履行供应/履约义务构成对此等管制条例的违反，则卖方将免于履行这些义务。</p>
<p><b>16. Applicable Law and Jurisdiction</b></p>	<p><b>16. 法律适用及管辖</b></p>
<p><b>a)</b> These Terms and the entire business relationship between Seller and Buyer shall be subject to the applicable law at the domicile of Seller, giving no effect to the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).</p>	<p><b>a)</b> 本条款以及卖方与买方之间的全部业务关系应当接受卖方所在地适用法律的管辖，排除适用冲突法和《联合国国际货物销售合同公约》（CISG）。</p>
<p><b>b)</b> The competent court at the domicile of Seller shall have exclusive jurisdiction, except that Seller has the right to initiate legal proceedings concerning outstanding payments before the competent court at the domicile of Buyer.</p>	<p><b>b)</b> 卖方所在地的适格法院应当具有排他管辖权，但卖方就买方欠款有权向买方所在地适格法院提起诉讼。</p>
<p><b>17. Prevailing Language</b></p>	<p><b>17. 优先适用语言</b></p>
<p>In case of discrepancies between the two languages used in this document, the English language shall prevail.</p>	<p>本文件适用的两种语言如有差异，以英文为准。</p>