

General Purchase Conditions of legal entities of Venator registered in the UK, EU, Malaysia and China (excluding Italy) – Version May 2021 – For raw materials Venator 通用采购条款——适用于注册在英国、欧盟（不含意大利）、马来西亚、中国的 Venator 实体 –2021 年 5 月版—原材料采购

1. Definition list 定义

Affiliate means any legal entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Buyer, where each form of the term "control" means the power to directly or indirectly cause the direction of the management of such legal entity or person whether through ownership of voting securities or otherwise.

关联方是指直接或间接控制买方或受买方控制，或与买方处于共同控制之下的任何法人或自然人，其中每种形式的“控制”是指基于表决权或其他形式，直接或间接地影响该法人或自然人的经营管理的权力。

Bribe means any payment or transfer of value or any other payment commonly held to be improper. Any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act, the PRC Anti-unfair Competition Law or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

贿赂是指任何付款或有价之物的转移或被通常认为不当的任何其他付款。任何违反美国《反海外腐败法》，《英国反贿赂法》，《中国反不正当竞争法》或任何 OECD 成员国或其他国家的相应法律的行为均视为贿赂。

Buyer means the legal entity placing a purchase order or entering into the Contract or the invitation to tender (as well as its legal successors in title), belonging directly or indirectly to or under common control with Venator Materials Corporation, a company organised under the laws of the State of Delaware.

买方是指下达采购订单、签订合同或招标书的法人（及其合法继承人），该等主体直接或间接属于 Venator Materials Corporation，或与 Venator Materials Corporation 处于共同控制之下。Venator Materials Corporation 是一家根据特拉华州法律成立的公司。

Claim means claims (including civil, criminal and administrative claims and proceedings), demands and causes of action by the Buyer or any other person.

权利主张是指买方或任何其他人士提起的诉讼请求（包括民事、刑事和行政请求和诉讼请求）、要求以及诉讼依据。

CLP means: (i) the Regulation (EC) No 1272/2008 of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures, as may be amended, supplemented or replaced from time to time (EU CLP); and (ii) The Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019 No. 720 as amended by the Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020 (UK CLP); or (iii) as applicable, any non-EU legislation relating to or impacting on the classification, labelling and packaging of substances and mixtures, all as may be amended, supplemented or replaced from time to time.

CLP是指：(i) 不时修订的《2008 年 12 月 16 日发布的关于化学物质和混合物的分类、标记与包装的（欧盟委员会）第 1272/2008 号法规》（欧盟 CLP 法规）；(ii) 《化学品（健康与安全）和转基因生物（密闭使用）（修正案等）（脱欧）2019 年第 720 号法规》已被《化学品（健康与安全）和转基因生物（密闭使用）（修订案等）（脱欧）2020 年法规》所修订（英国 CLP 法规）；抑或 (iii) 如适用，不时修订、补充或替代的任何的有关化学物质和混合物的分类、标记与包装的非欧盟法规。

Conditions means these General Purchase Conditions for the purchase of Products, available on www.venatorcorp.com.

《条款》是指可在 www.venatorcorp.com 上获得的有关产品购买的本《通用采购条款》。

Consents means all consents approvals, permits, certifications and licences or the like of public authorities or third parties.

同意是指政府当局或第三方的所有表达同意的批准、许可、证书和执照等。

Contract or Agreement means the Buyer's purchase order, or the agreement signed between the Buyer and Supplier, all listed documents mentioned therein and the Conditions.

合同或协议是指买方的采购订单，或买方与供应商签署的协议及其中所列的所有文件和本《条款》。

Costs means costs and losses incurred as a result of an avoiding, disputing, appealing, compromising or defending a Claim or otherwise including but not limited to legal fees and expenses, professional fees, disbursements, damages, liabilities, judgements, awards, penalties, fines and convictions (including but not limited to those costs, fines and convictions resulting from the violation or alleged violation of Local Laws by Supplier).

费用是指因避免诉讼，解决争议，上诉，和解或抗辩或其他原因而产生的费用和损失，包括但不限于司法费用、专家费用、支出、损害赔偿、法律责任承担、判决和裁决费用、刑事处罚、罚款和认罪成本（包括但不限于因供应商违反或涉嫌违反当地法律而导致的费用、罚款和认罪成本）。

Data Protection Legislation means (a) the UK GDPR or the EU GDPR as applicable; (b) the EC Directive 2002/58/EC; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (e) the PRC Cybersecurity Law; and (f) all other national implementing applicable laws and regulations in any jurisdiction relating to or impacting on the Processing of Personal Data, all as may be amended, supplemented or replaced from time to time.

数据保护立法是指(a)所适用的《英国通用数据保护条例》或《欧盟通用数据保护条例》；(b)《欧盟委员会指令 2002/58/EC》；(c)2018 年的《数据保护法》；(d) 2003 年的《隐私与电子通信条例（欧盟委员会指令）》；(e)《中华人民共和国网络安全法》；(f)在其他司法管辖区内所适用的不时修订、补充或替换的相关个人数据的处理的法律和规定。

Delivery means the delivery of Product in accordance with clause 11.

交付是指按照第 11 条之规定的对产品的交付。

EHS and Site Regulations means the Buyer's environmental, health, safety, and other Site regulations, policies and standards from time to time applicable to the Site, as published on its website or otherwise available on request.

EHS 和现场规定是指买方不时在其网站上发布或应要求提供的，可适用的关于环境、健康、安全和其他的所在地规定、政策和标准。

EU GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679).

欧盟 GDPR是指《通用数据保护条例》（(EU) 2016/679 号条例）。

Finished Product means any product manufactured by the Buyer, or by third party manufacturers on behalf of the Buyer, using the Product.

成品是指由买方或代表买方的第三方制造商使用该产品制造的任何产品。

Intellectual Property Rights means (i) copyrights, patents, database rights and rights in trademarks, trade names, service marks, domain names and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

知识产权是指：(i) 著作权、专利、数据库权利以及商标、字号、服务标记、域名和设计（无论是否注册）的相关权利；(ii) 为注册提交的申请，注册申请权以及其他适用于注册的类似权利；(iii) 所有其他知识产权相关权利，以及在世界上任一地方存在的与知识产权同等或类似形式保护的权力。

Local Law means (a) all applicable national, state, provincial, municipal, local and other laws, bylaws, codes and regulations including but not limited to laws relating to product handling and labelling, consumer protection, health and safety, environmental protection, employees, social benefits, the Site, taxes and technical requirements, as amended or replaced from time to time, (b) any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with any aspect relating to the delivery of the Product or any place where the Product is to be used – if this place was communicated to the Seller or was otherwise reasonably known to the Seller, (c) the terms and conditions of any Consents of public authorities, and (d) industry codes and standards which would typically be observed by a reasonable and prudent operator and not in conflict with the Specifications or other Local Laws in (a), (b) or (c) above.

当地法律是指：(a) 所有可适用的、不时修订或替代的国家、州、省、市、地方和其他法律、细则、法规和条例，包括但不限于与产品处理和标签、消费者保护、健康与安全、环境保护、劳工、社会福利、场地、税务以及技术要求相关的法律；(b) 有管辖权的主管机关提出的、与产品交付或产品使用地（已将该地点告知卖方或以其他方式合理地使卖方知晓）有关的任何要求、条例、规则和法规；(c) 政府当局在任一同意中提出的条款和条件，以及 (d) 一个合理且审慎的经营者通常能认识到的，且不与上述 (a)、(b) 或 (c) 中的规范或其他当地法律相抵触的行业规定和标准。

Material or Materials means all commercial, business or technical information and know-how, data, designs, drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, dies and other such information and tools.

材料是指所有商业、业务或技术信息、专有技术、数据、设计、图纸、草图、计算、公式、制备方法、研究、模型、模具以及其他此类信息和工具。

Personal Data, Processing of Personal Data and Data Processor shall have the meaning given to those terms by the applicable Data Protection Legislation.

个人数据，个人数据处理和数据处理器应具有其所适用的数据保护法规所赋予的含义。

Product or Products means the raw materials or finished products to be supplied by Supplier in accordance with the Contract.

产品是指供应商根据合同提供的原材料或成品。

REACH means: (i) the Council Regulation 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as may be amended, supplemented or replaced from time to time (EU REACH); and (ii) the European Union (Withdrawal) Act 2018 the REACH etc. (Amendment etc) EU Exit Regulations 2020 No. 1577 which establishes the regime for chemicals regulation in the UK (UK REACH).

REACH是指：(i) 不时修订、补充或替代的《2006 年 12 月 18 日发布的关于化学品注册、评估、授权和限制的欧洲委员会第 1907/2006 号法规》（欧盟 REACH）；(ii) 2018 年《脱欧法案》，《REACH 等（修正案等）2020 年脱欧法规第 1577 号》，其中规定了英国化学品监管制度（英国 REACH）。

Representative(s) means any Affiliate and any directors, employees, officers, agents, subcontractors, or advisors of or representing an entity and any entity acting on that person's or entity's behalf.

代表是指代表组织的任一关联方，组织委派的任何主管、雇员、官员、代理、分包商或顾问，以及代表个人或组织的任一实体。

Responsible Authority means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether federal, state, national, territorial, provincial or municipal) or any court, each having jurisdiction over the subject matter of the Contract.

负责机构是指对合同的主体具有管辖权的任何部委或部门、部长、政府或其他政府性质或监管性质的部门、委员会、机构、实体、公共事业机构、决策小组、中介机构、组织、权力机构的官员（无论是联邦还是州、中央还是地方，省级还是市级）或法院。

Site means the premises of the Buyer at which Delivery is to take place (or in the case where Delivery is to take place elsewhere

in terms of the Contract, the premises to which the Product will ultimately be transported), including any land and other places provided by the Buyer for the purposes of the Contract on, under, in, or through which the Contract is to be executed.

场地是指发生交付活动的买方场所（当合同要求在其他地点进行交付时，则指产品最终被运往的地点），包括买方提供的，为实现合同目的而在合同中约定、符合合同约定、通过合同约定可推断的任何地点。

Specifications means the technical specifications of the Product as set out in the Contract, or if no such specifications are laid down in the Contract, the specifications described in the Supplier's product data sheet or as otherwise expressly agreed between the parties. Supplier shall accept such reasonable changes to the Specifications as the Buyer may from time to time require to comply with any relevant legislation or with any requests by any of the Buyer's customers for the Finished Product. In all other circumstances' changes have to be mutually agreed.

规格是指合同中规定的产品技术规格，如果合同中未规定此类规格，则是指供应商产品数据表中所述的规格，或另外经双方明确同意的规格。买方可能不时要求遵循任一相关立法或买方客户对成品的任一要求，供应商应接受该等对规格的合理修改。所有其他情况下的修改均须双方协商一致。

Supplier or Seller means the party supplying the Product.

供应商或卖方是指产品提供方。

Supplier's Personnel means Supplier's directors, employees, officers, agents, (sub-)contractors or advisors of the Supplier and any person acting on that person's or Supplier's behalf.

供应商人员是指供应商的董事、雇员、高级管理人员、代理商、(分) 承包商或顾问以及代表以上人员或为供应商行事的任何人。

UK GDPR means the EU GDPR as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020).

英国 GDPR是指 2018 年《脱欧法案》推行的且不时修订的《欧盟 GDPR》而随时修订的，包括 2019 年《数据保护、隐私和电子通信条例（修正案等）（脱欧）》已被 2020 年《数据保护、隐私和电子通信条例（修正案等）（脱欧）》修订。

2. Applicability 适用性

2.1. The applicability of these Conditions is deemed accepted by the Supplier on the earlier of: (i) the Supplier issuing written acceptance of the Contract, or (ii) any act by the Supplier consistent with fulfilling the Contract.

发生《条款》所述情形将被视为供应商之前已接受：1) 供应商对合同的书面无异议；或 2) 供应商作出履行合同的任何行为。

2.2. A purchase order that is placed by the Buyer without any prior offer on behalf of Supplier and/or these Conditions, are deemed accepted by the Supplier two working days after the date on which they are received by the Supplier, unless earlier rejected.

买方未依据供应商提出的事先报价而作出的采购订单，和/或本《条款》，视为在供应商收到之日起两个工作日后被供应商接受，除非供应商在此之前表示拒绝。

2.3. The Conditions shall apply to any and all invitations to tender, quotations, orders and agreements concerning the supply of Product to the Buyer.

本《条款》适用于与向买方提供产品有关的任何招标、报价、订单和协议。

2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by the Buyer in writing.

供应商的任何条款和条件均不适用，除非买方书面明确接受。

2.5. Where the Contract (or any part thereof) is provided in English and one or more additional languages, the English version shall prevail.

如果合同（或合同的任何部分）提供英语以及一种或多种其他语言的版本，则以英文本为准。

2.6. No variation of these Conditions shall be effective unless expressly stipulated and agreed in writing.

除非明确规定并书面同意，否则对本《条款》的任何变更均为无效。

2.7. In the event of a conflict or inconsistency, the order of precedence shall be as set out in the Contract, but failing such order of precedence, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any).

如果发生冲突或不一致，则优先顺序应按合同中规定的顺序执行，但如果没有规定，则应遵循以下优先顺序：合同、本《条款》和招标书（如有）。

2.8. Should any errors, omissions or inconsistencies appear in the Contract, the Supplier shall report the same to the Buyer for correction before proceeding with the delivery of the Product. The Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail itself of errors or omissions, if any, to the detriment of the Product and the Delivery of the Product.

如果合同中出现任何错误、遗漏或不一致之处，供应商应在继续交付产品之前将其报告给买方以进行更正。供应商应遵守所有合同文件及其预期目的，不得利用其错误（如有）损害产品和阻碍产品的交付。

3. Invitation to tender and order 招标和订购

3.1. Invitations to tender or request for offer are without obligation and not binding on the Buyer and only serve as an invitation to the Supplier to submit a quotation for consideration by the Buyer. 招标或要约邀请对买方没有约束力，也未对买方施加义务，仅作为对供应商提交报价或要约以供买方考虑的邀请。

3.2. A quotation or offer by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation, except if provided otherwise in the invitation to tender or request for offer.

供应商的报价或要约自作出之日，不可撤销且即时生效，除非在招标或要约邀请中另有规定，有效期为至少九十 (90) 个日历日。

3.3. The Buyer does not reimburse any costs incurred by the Supplier for preparation of quotations.

买方无需偿付供应商因准备报价而产生的任何费用。

3.4. The Buyer may terminate negotiations without stating any reason and without any obligation to pay compensation.

买方可以终止谈判而无须说明任何理由，也没有义务支付补偿。

3.5. The Buyer shall only be bound by an order to buy if the order is in writing and not revoked prior to or concurrently with the receipt of the order by the Supplier.

买方仅在订单为书面形式且在供应商收到订单之前或当下没有被撤销的情形下受订单的约束。

3.6. An offer followed by a purchase order placed by the Buyer shall be binding upon Supplier.

根据买方的采购订单提出的要约对供应商具有约束力。

3.7. Agreements made between the Supplier and un-authorised personnel of the Buyer are not binding on the Buyer. Therefore, the Supplier shall at all times ensure that agreements are made with authorised Representatives.

供应商与买方未经授权的人员之间达成的协议对买方不具有约束力。因此，供应商应始终确保协议系与买方的授权代表签订的。

4. EHS and Site Regulations and conditions EHS 和场地规定与条款

4.1. The Supplier shall at all times comply and procure that all of Supplier's Personnel is familiar with all of the EHS and Site Regulations provided by the Buyer and is obliged to comply with all EHS and Site Regulations.

供应商应始终遵守并确保所有供应商人员熟悉买方提供的所有EHS和场地规定，并有义务遵守所有EHS和场地规定。

4.2. Supplier shall notify the Buyer of any environmental, health or safety hazards which may arise in connection with the Product. 供应商应将可能与产品有关的可能产生的任何环境、健康或安全危害通知买方。

5. Local Law, permits and licences 当地法律，许可证和执照

The Supplier shall at all times comply with all Local Laws. The Supplier shall at its own cost obtain and maintain all Consents required to perform under the Contract except those, which according to the Contract shall be provided by the Buyer. The Supplier shall faithfully comply with all Consents applicable to the Products, the Site and the performance of the Contract.

供应商应始终遵守所有当地法律。供应商应自费取得并保留所有履行本合同所要求的同意书，但根据合同应由买方提供的同意书除外。供应商应忠实遵守所有适用于产品、场地和合同履行的同意书。

6. Changes and contract variations

合同的修改与变更

6.1. The Buyer may change, add to and/or delete Contract documents as the Buyer may consider necessary. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless the Supplier objects in writing immediately after receipt. If in the opinion of the Supplier such a change affects the agreed-upon price and/or the Delivery date, the Supplier shall inform the Buyer forthwith and in writing and issue a new quotation regarding the amended price and extension of term for Delivery associated with it.

买方若认为必要，可以更改、增加和/或删除合同文件。此类更改、增加和/或删除应以书面形式进行。除非供应商在收到后立即书面反对，否则以上修改应将其视为合同的一部分。如果供应商认为这种变更影响了约定的价格和/或交货日期，则供应商应立即书面通知买方，并就相关的价格变更和交货期限的延长发出新报价。

6.2. Supplier shall not be excused from any default or delay in the performance of its obligations under this Contract when such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, availability of labour or material or transport, rejection of material, strikes or fluctuation of prices or wages. In case Seller would be in default or delay of the performance of its obligations (such as but not limited to stopping or reducing the supply of Product), he shall give written notice to the Buyer specifying the nature and extent of the default or delay as soon as reasonably possible and at all times use reasonable endeavours to mitigate the severity of the situation, thereby giving the Buyer priority over any other customer with regard to the supply and delivery of Product.

供应商在履行本合同义务时因一般风险而引起的任何违约或延迟均不得豁免，一般风险包括但不限于恶劣天气、劳动力、物资或运输不足或不力、拒收物料、罢工或价格或工资波动。如果卖方在履行本合同时出现违约或延迟（包括但不限于停止或减少产品的供应），则应尽合理可能迅速书面通知买方，指明违约或延迟的性质和程度，并且始终采取合理的努力来减轻情况的严重性，从而在产品供应和交付方面使买方享有比其他任何顾客更高的优先权。

7. Assignment and subcontracting/Change of control 转让和分包控制变更

7.1. The Supplier shall not assign, transfer, cede, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations therein or otherwise arising from tender invitations, quotations or orders without the prior written approval of the Buyer. In the case of such approval, clause 7.2 shall apply. 未经买方的事先书面同意，供应商不得指派、转让、放弃、委托或分包全部或部分合同及其权利义务，或以招标、报价或订单等其他方式达到上述目的。如已获得该等同意，则适用第7.2条。

7.2. In case of approval in accordance with clause 7.1 of the Conditions, the Supplier is not released from any of its obligations or liabilities under the Contract and shall remain liable for any approved assignee, cessionary, sub-supplier, delegated person or, as the case may be, sub-contractor in connection with its obligations and liabilities under the Contract. The Supplier shall be fully liable to the Buyer for all of the acts and defaults of any Representative as if they were the acts or defaults of the Supplier.

在获得本合同第7.1条之同意的情况下，供应商并不因此免除其在合同项下的任何义务或责任，而应对经同意的被指派人、继受人、次级供应商、受委托人或分包商（如有）履行义务而负责。代表的违约行为及所有其他行为均应视为供应商之行为，供应商应就此对买方承担全部责任。

7.3. If control over Supplier changes to a person who was not a shareholder in Supplier at the time of signature of the Contract, and who is a competitor of the Buyer, the Buyer shall be entitled to terminate the Contract.

如果供应商的控制转移给非合同签订时供应商的股东，而是买方的竞争者，则买方有权终止合同。

8. Transfer of risk and title of ownership 风险转移和所有权归属

8.1. The risk of loss of or damage to as well as the title of the Product passes to the Buyer upon Delivery.

损毁、灭失风险及产品所有权在产品交付时转移至买方。

8.2. If it is agreed that the Buyer shall pay the price in advance of Delivery, the Buyer shall acquire title of the Product as of the date of payment.

如果双方同意买方在交付前付款，则买方自付款之日起获得产品的所有权。

8.3. All Product delivered shall be free and clear of all liens, security interests and encumbrances.

所有交付的产品均不得存在任何留置权、担保物权和产权负担。

8.4. If the Buyer rejects any Product, the risk in and title to that Product shall revert to Supplier promptly on rejection.

如果买方拒收任何产品，则该产品的风险和所有权在拒收时即转移至供应商。

9. Pricing 价格

9.1. The price for Product and currency shall be laid down in the Contract.

产品价格和汇率应在合同中规定。

9.2. Prices shall be for delivery of the Product at an address stipulated by the Buyer and include, but not limited to, the cost of packaging, handling, transport, duties, taxes (V.A.T. excluded), insurances, compliance and all other delivery costs.

价格应按买方规定的地址交付产品，包括但不限于包装成本、管理成本、运输成本、责任成本、税金（不含增值税）、保险、合规及所有其他交付成本的价格。

9.3. The price shall not be subject to variation, except if explicitly agreed otherwise and subject to clear conditions laid down in the Contract.

价格不得变动，除非另有明确约定，并应遵守合同中明确规定的条件。

9.4. Where the price refers to a published price index, or to a published market price, and such price index or market price ceases to be published, Supplier and the Buyer shall discuss an alternative price index or market price in good faith and, where possible agree a mutually acceptable alternative price index or market price. If Supplier and the Buyer are unable to agree on an alternative price index or market price, such price shall be determined by a third party expert. Until such expert decision, the last published price index or market price shall provisionally continue to apply. The expert decision shall retro-actively take effect from the date the original price index or market price ceased to be published and the Buyer and Supplier will promptly make the necessary payments to settle the difference with the provisionally applied price, but no interest shall be charged on that difference.

如果价格约定为已发布的价格指数或已发布的市场价格，且该价格指数或市场价格不再发布，则供应商和买方应基于诚实信用原则讨论替代价格指数或市场价格，并就此尽可能地达成协议。

如果供应商和买方无法就替代价格指数或市场价格达成共识，则该价格应由第三方专家确定。在该专家作出决定之前，最后发布的价格指数或市场价格应暂时继续适用。专家决定应从原始价格指数或市场价格停止发布之日起追溯生效，并且买方和供应商应立即支付必要的款项以冲抵临时适用价格的差价，但此处冲抵不收取任何利息。

10. Invoicing and payment. 发票和付款

10.1. Invoices are paid in accordance with the payment term included in the Contract or failing such payment term within sixty (60) days of receipt of a valid invoice, without prejudice to the Buyer's right to suspend payment pursuant to clause 10.3 of the Conditions.

支付发票中货款应按照合同中规定的付款期限进行支付；若合同中未规定付款期限，则在收到有效发票后的六十（60）日内并不影响买方本合同第10.3条中止付款的权利的前提下进行支付。

10.2. Payment is subject to Delivery of the Product and to the invoice being properly drawn and accompanied by the required supporting documents. If invoices and/or supporting documents require correction, the due date for payment will be computed from the date of receipt of the corrected invoice and/or documents.

付款取决于产品的交付、发票的正确开具以及附有所需的证明文件。如果发票和/或证明文件需要更正，则应从收到更正的发票和/或文件之日起计算付款到期日。

10.3. The Buyer has the right to suspend payment or a reasonable part thereof until deficiencies in the Product or any breach of Contract are rectified.

在产品缺陷问题或任何违约行为解决之前，买方有权中止支付全部或合理部分的相关款项。

10.4. Payment by the Buyer shall not constitute recognition that the Product delivered is in conformity with the Contract and shall not imply in any manner whatsoever any renunciation or waiver of rights.

买方付款不构成对所交付的产品符合合同要求的承认，也不构成任何形式对相应权利的放弃。

10.5. The Buyer is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with the Buyer or a Representative, with any and all amounts owed by Supplier to the Buyer, or any of the Representatives, for any reason whatsoever (netting).

买方有权以供应商欠款（不论何种原因）抵消合同或与买方/买方代表签订的其他任何协议下的任意款项和所有款项（净额结算）。

10.6. In the event the Buyer defaults on payment of a valid invoice by the due date, the Buyer shall, except if the delay of payment is the result of a suspension of payment under clause 10.3 of the Conditions, pay interest on the amount owed from the due date until the date of payment.

Interest shall be calculated as follows:

i. if a mandatory provision of the applicable law provides either for a specified interest rate or a minimum interest rate, the lowest

possible interest rate shall apply, provided such rate is lower than or equal to the interest rate set out in (ii) below; and
ii. if the applicable law does not contain such mandatory provisions or the applicable law provides for a rate which is higher than the interest rate set out in this sub-clause, the Buyer will pay the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months Euribor) applicable on the due date or the statutory interest rate in force on the due date.

如果买方逾期未付有效发票的款项，则除根据本合同第10.3条中止付款而导致的付款延误外，买方所欠贷款的利息计算区间应为到期日至付款日。

利息应按照如下方法计算：

i. 如果适用法律的强制性条文规定了特定利率或最低利率且该利率低于或等于ii中规定的利率，则应采用该最低利率；

ii. 如果适用法律未包含此类限制性条文，或者适用法律规定的利率高于本款所规定的利率，则买方应支付以下较低的利率：到期的欧洲银行同业拆借利率，有效期为三个月（三个月的Euribor），或在到期日生效的法定利率。

11. Delivery 交付

11.1. Delivery of Product shall be DDP (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract. Another Incoterm may be agreed upon in the Contract.

Whatever Incoterm agreed upon, Delivery shall take place:

- if the Buyer undertakes to collect the Product, when the Product, in drums or IBC's, is loaded by Seller on the truck of the Buyer's carrier or, for Product in bulk, when the Products passes the inlet valve of the tank of the Buyer's carrier:

- if Seller must contract or procure a contract for the carriage of the Product, when the Product in drums or IBC's, have been off-loaded by Seller and placed in a place designated by the Buyer or if the Buyer handles off-loading of such drums or IBC's, where the Product is lifted from carrier's truck or, for Product in bulk, when the Product passes the inlet valve of the tanks of the Buyer; - if Products are delivered through a pipeline connecting the Buyer facilities to Supplier's facilities, immediately upon the Product passing the valve that connects the part of the pipeline that is owned by the Buyer and the part of the pipeline owned by the Supplier.

产品交付应按照 DDP 术语（《国际贸易术语解释通则 2020》）进行，同时在合同规定的时间和地点进行约定数量的交付。合同中可以约定其他国际贸易术语。

不论适用何种国际贸易术语，如下情形视为已完成交付：

- 如果是买方负责收取产品，则卖方将产品以桶装或中型散货集装箱的形式装载于买方承运人的卡车上即为完成交付；或者对于散装产品，当产品进入买方承运人的储罐的网口时为完成交付；

- 如果卖方负责与承运人缔约，当其已将桶装或中型散货集装箱中的产品卸载并放置在买方指定的位置即为完成交付；或者若买方负责卸载桶装或中型散货集装箱中的产品，则当产品从承运人的卡车上提起，或散装产品通过买方储罐的网口时视为完成交付；

- 如果产品通过连接买方设施和供应商设施的管道进行交付，则在产品通过买方管道和卖方管道的接口时视为完成交付。

11.2. The Buyer shall not pay for Product delivered to the Buyer which are in excess of quantities specified in the purchase order. Overshipments of any Product shall, if so requested by the Buyer, be returned at Seller's risk and expense.

买方不会为卖方交付的超出采购订单中指定数量的产品而支付款项。如果买方要求退还，则任何超量运输的产品退还时应由卖方承担风险和费用。

11.3. Partial Delivery is not allowed, save with prior written permission of the Buyer.

除非买方事先书面同意，否则不得分批交付。

11.4. If the Buyer is prevented from taking Delivery or performing any of its other obligations under the Contract by any circumstances that are unforeseeable, unavoidable and insurmountable, such as but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, strikes or other labour disturbances (regardless of the reasonableness of the demands of labour), acts or omissions of any governmental authority (de jure or de facto), port congestions, shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause, lack of transport or any other cause (whether similar or dissimilar to the foregoing), either party is allowed to terminate the Contract, on written notice to the other party without intervention of the court and without liability for any damage suffered by Supplier as a result of such termination.

当存在不可预见、无法避免和无法克服的情况，例如但不限于自然灾害、战争、恐怖主义、意外事故、爆炸、核事故、机器或设备故障、蓄意破坏、罢工或其他人工干扰（不论是否与上述情形相似），由于以上原因而导致交付不能，合同任何一方均有权以书面通知的形式终止合同，而不必诉讼解除，亦不必对由此产生的供应商损害承担责任。

12. Volumes of Product and forecasting 产品数量和预测
Except if provided otherwise under the Contract, Supplier shall supply the Buyer with such quantities of the Product as ordered. If the Buyer and Supplier have agreed on the provision by the Buyer of purchase forecasts for its requirements of Product for specific period(s) of time in the future, such forecasts are a non-binding estimate for such period(s) and shall not be considered as a purchase order.

除非合同另有规定，否则供应商应向买方提供订单数量的产品。如果买受人和供应商就未来特定时间段内预估产品购买数量达成一致，则该预测对该未来时段不具有约束力，并且不构成采购订单。

13. Warranties and defects 保修和缺陷

13.1. The Supplier shall deliver Product that:
- is in conformity with the Contract and that meets all Specifications, properties and performances specified;
- is of good and merchantable quality and fit for its normal purposes and for such specific purpose as indicated by the Buyer;
- complies with all statutory requirements and regulations relating to the Product or to the sale of the Product;

- is not subject to suits or proceedings pending or threatened which allege any failure to comply with any statutory requirements and regulations relating to the Product or to the sale or use of the Product;
- is to be delivered in such packaging or under such transportation conditions in accordance with any specific requirements identified in the Specifications or as specifically instructed by the Buyer from time to time;
- has good transferable title to the Product, free from any liens, charges or claims;
- that does not, or of which the use does not, infringe any patents, copyrights, trademarks, trade secrets, or any other Intellectual Property Rights;
- is not subject to suits or proceedings pending or threatened which allege any infringement of such proprietary rights; and
- is free from any visible and hidden defects and in accordance with all Local Laws.

供应商交付的产品应当:

-满足合同要求并符合指定的所有规格、属性和性能;
-具有良好的适销品质, 满足其通用目的和买方的特殊要求;
-符合与产品或产品销售有关的所有法定要求和法规;
-在产品使用和产品销售或使用的合规性方面并无讼累;
-根据规格书的要求或买方不时更新的特定要求, 进行包装或运输以完成交付;
-产品具有完全所有权, 没有附加任何留置权、费用或权利主张;
-确保产品及其使用不会侵犯任何专利、版权、商标、商业秘密或任何其他知识产权;
-在财产权侵权方面并无讼累; 以及
-根据所有当地法律, 没有任何可见及隐藏的瑕疵。

13.2. All Product delivered under the Contract shall be accompanied with certificates of analysis.
根据合同交付的所有产品均附应有分析证书。

13.3. Supplier acknowledges that full conformity of the Product with the Specifications is of the essence of the Contract. In case the supplied Product is not (i) accompanied with a certificate of analysis (as the case may be), or (ii) in full conformity with the Specification or with clause 13.1 above –except if provided otherwise-, the Buyer is entitled, at its discretion, to reject all or part of the Product that is not in conformity with the Contract and demand supplementary performance within a reasonable grace period, which may consist, at the Buyer's option, of Supplier forthwith replacing or reimbursing all or part of any Product which does not comply with the provisions of clause 13.1. Supplier shall compensate the Buyer for any costs or delays caused by the unavailability and/or the replacement of the Product or for any costs, including any transport or handling costs, resulting from the purchasing of replacement products from third party suppliers.

供应商知悉, 产品完全符合规格是合同的要义。如果所提供的产品: (i) 不符合附随分析证书 (视情况而定), 或(ii) 不完全符合规格或上述第 13.1 条的规定 (除非另有规定), 买方有权单方拒绝不符合合同的全部或部分产品, 并在合理的宽限期内要求补充履行, 买方可选择由供应商立即更换产品或偿还部分或全部不符合第 13.1 条规定的产品费用。供应商应赔偿买方因产品不适用和/或产品更换而造成的任何费用和延误损失, 包括任何交通费或处理费用, 以及由此向第三方购买替代产品的费用。

13.4. The Supplier is required to obtain information on the Buyer's usage of the Product and the Product shall be suitable for this usage and ready for use.

供应商应当获取买方产品使用信息, 并且保证该产品符合该等用途且保持备用状态。

13.5. The Buyer shall inspect the Product within two (2) weeks upon Delivery and have the right to give notice to Supplier for defects in the Product that could reasonably have been detected upon such inspection during a period of two (2) weeks after discovery of such defect.

买方应在交付后两 (2) 周内对产品进行检查, 买方针对在检查中本可以被合理识别出的缺陷问题, 有权在发现缺陷后的两 (2) 周内通知供应商。

13.6. For defects which could not reasonably have been detected upon inspection, the Buyer shall have the right to give notice of such defects within a period of two (2) weeks after discovery of such defect.

对于无法通过合理程度的检查发现的缺陷, 买方有权在发现此类缺陷后的两 (2) 周内对此类缺陷发出通知。

13.7. If the Products are found defective, the Buyer has the right to require Supplier, within a reasonable period set by the Buyer, to repair or, at the Buyer's discretion, replace the defective Product. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs and shall reimburse the Buyer immediately for any and all expenses borne by the Buyer relating to the Delivery of defective Product.

如果发现产品有缺陷, 则买方有权要求供应商在买方设定的合理期限内修理或由买方酌情决定更换有缺陷的产品。供应商承担所有费用, 包括但不限于材料费、运输费、交通和住宿费、组装和拆卸费用以及人工费用, 并应立即向买方偿付与交付有缺陷产品有关的所有费用。

13.8. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by the Buyer or if the setting of such cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage), the Buyer itself may repair the deficiencies or replace the Product or may have them repaired or replaced, and recover the costs from the Supplier on condition that it notified the Supplier of this intention. The Buyer has in such same case, the right to terminate the Agreement with immediate effect and without notice nor prior court approval.

如果供应商在买方设定的合理解决期限内未能履行其维修或更换的义务, 或者该解决期的设定对买方而言不合理 (例如, 由于特殊紧急情况或在存在较高不合理损害的风险), 则买方本身可以修理缺陷、更换或修理产品, 并在通知供应商该意向的前提下由供应商支付成本。本情形下买方亦有权立即终止本协议, 并且无需另行通知, 也无需事先获得法院批准。

13.9. Delivered Product found defective by the Buyer may at all times be returned by the Buyer for the account and risk of Seller.

买方发现交付产品的缺陷可以随时退回, 并且由卖方承担的责任和风险。

13.10. In addition to its rights laid down in the above clauses, the Buyer shall have the right to compensation for all the damage and losses caused by the deficiency of the Product as well as indemnification from Supplier against any and all claims for damages by third parties on condition that it set Supplier a reasonable cure period which has lapsed and unless Supplier proves that he is not at fault.

除上述条款规定的权利外, 买方均有权从供应商处取得因产品缺陷而造成的所有损害的赔偿, 以及因应对任何第三方提起的损害赔偿诉讼所发生的损失赔偿, 但前提是该供应商的合理解决期已经终止 (除非供应商证明自己没有过错)。

14. Inspection right - Testing and acceptance 检验权-测试和验收

14.1. The Buyer shall have access to Supplier's documents in connection with the Product for the purpose of auditing and verifying the Product and Supplier's compliance with the Contract.

Supplier agrees to provide all information reasonably requested by the Buyer, and to provide access to the Buyer to the premises where the Products are manufactured. The Buyer shall have the right at all reasonable times to inspect and test the Products, and the Supplier shall make all necessary arrangements and provide all reasonable facilities and access for such inspection and testing. The Buyer may point out any Products considered to be defective or not in accordance with the requirements of the Contract at the time of inspection, without prejudice to the Buyer's rights under the Contract to accept or reject Products after Delivery to it.

买方有权获取与产品有关的供应商文件, 以审核和验证产品以及供应商是否符合合同要求。

供应商同意提供买方合理要求的所有信息, 并允许买方进入产品制造的场所。买方有权在一切合理的期间内检查和测试产品, 而供应商应作出一切必要的安排并提供所有合理的设施和途径以进行此类检查和测试。买方可在检查时指出任何缺陷产品或不符合合同要求之处, 但不影响买方在产品交付后根据合同接受或拒绝产品。

14.2. For each separate delivery of the Product, or for each manufacturing batch, if a delivery consists of several manufacturing batches, Supplier shall test the quality of the Product on its conformity with the Specification and will provide the Buyer with such quality certificates and/or such statistical process control data and relevant manufacturing data as specified in the Contract.

对于每个单独交付的产品, 或对于每个制造批次, 如果一次交付包含多个制造批次, 则供应商应检查产品与规格的一致性以测试产品质量, 并将向买方提供质量证明和/或合同中约定的统计过程控制数据和相关制造数据。

14.3. Supplier shall keep a copy of the certificates or data for a period of at least twelve (12) months following Delivery. For a period of minimum seven (7) months following delivery, Supplier shall keep a test sample of each manufacturing batch.

供应商应在交付后至少十二 (12) 个月内保留证明或数据的副本。在交付后至少七 (7) 个月内, 供应商应为每个制造批次保留一个测试样品。

14.4. Without prejudice to the Buyer's rights under clause 13 of the Conditions, Supplier shall promptly inform the Buyer of any off-Specification of the Product proposed for Delivery that it is aware of, as a result of testing or otherwise.

在不影响本《条款》第 13 条所规定的买方权利的前提下, 供应商应及时通知买方或其他原因而得知的任何不合格的拟交付产品情况以及何时通知。

14.5. The Buyer is under no obligation to test the delivered Product before or on acceptance. Acceptance by the Buyer shall be based only on a first sight inspection of the quality certificates and/or statistical process control data and on a first sight external inspection of the Product in a packaged condition.

买方没有义务在验收前或验收时测试交付的产品。买方的验收应基于对质量证明和/或统计过程控制数据的形式检查, 以及对产品包装状态的形式上的外部检查。

14.6. Any acceptance by the Buyer is without effect to the Buyer's right to ultimately reject a Delivery if it does not conform to the Specification or to the representations and warranties of clause 13 above or if the quality certificates and/or statistical process control data do not faithfully reflect the quality of the delivered Product.

当产品不符合规格或不合上述第 13 条的陈述和保证, 或者质量证明和/或统计过程控制数据不能真实反映交付产品的质量时, 买方的任何接收行为不影响买方最终拒绝该交付的权利。

14.7. If the Buyer rejects any delivery of the Product, the Buyer will have recourse to the remedies provided for in clause 13 above.

如果买方拒绝交付任何产品, 则买方将适用第 13 条规定的补救措施。

15. Indemnification 赔偿

15.1. The Supplier shall defend, indemnify and hold the Buyer and its Affiliates, distributors and customers harmless from and against all Claims and Costs arising out of or in connection with or with respect to the Contract. The Buyer shall not be responsible to the Supplier or the Supplier's Personnel for Costs incurred as a result of the actions or defaults of any third party and any Claim in respect of such Costs shall not be the responsibility of the Buyer, except in case of the Buyer's wilful misconduct or grossly negligent breach of duty.

供应商应为买方及其关联公司、经销商及客户辩护, 保护其免受讼累并免于支付与合同有关或因合同而产生的所有费用。买方无需就因任何第三方的行为或违约所产生的费用向供应商或供应商的人员负责, 对于因此类费用而产生任何权利主张均不构成买方的责任, 除非在买方存在故意的不当行为或重大过失。

15.2. Save in the event of wilful misconduct or gross negligence on the part of the Buyer, Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by the Supplier's Personnel and Costs incurred by the Buyer.

除非买方存在故意的不当行为或重大过失, 否则供应商应使得买方免受损害, 并使买方免于承担供应商人员提出的任何权利主张并免于支付买方由此产生的费用。

16. Place and time of Delivery 交货时间和地点

16.1. When Delivery to Site, Delivery shall be during normal working-hours established for the Site, unless otherwise agreed by the Buyer.

在场地完成交付的情形下, 除非买方另行同意, 否则应在场所规定的正常工作时间内进行交付。

16.2. Delivery by the date and time specified in the Contract is essential. If Seller fails to deliver the Product at the date specified by the Buyer, Seller is deemed to be in default without further notice. In such a case, the Buyer has the right to cancel the Contract with immediate effect, without any default notice being required. Furthermore, in such a case, Seller undertakes to compensate the Buyer for all losses, damages and expenses reasonably incurred suffered as a result of the delay and/or the cancellation of the Contract.

根据合同约定的日期和时间完成交付是合同的关键。如果卖方未能在买方指定的日期交付产品, 则卖方将被直接视为违约而无需另行通知。在这种情况下, 买方有权立即取消合同, 而无需发送违约通知。此外, 在此情况下卖方应承担因延误和/或取消合同而合理产生的所有损失和费用。

16.3. The Buyer may change delivery dates or direct temporary suspension of scheduled shipments by giving notice hereof to the Seller.

买方可以向卖方发送通知以更改交货日期或直接临时中止所预定的装运。

17. Manufacturing of Product 产品制造

Supplier commits to give written notice to the Buyer of any significant change in its manufacturing process and/or change in its manufacturing site, including any change of raw material or precursor in use, as soon as practicable upon learning of any such change and in any event within 60 days. The Supplier shall cooperate with the Buyer in the re-qualification of the Product following any change to the extent reasonably required to meet the needs of the Buyer and its customers. This includes providing the Buyer with representative material for re-qualification and qualified Product in addition to the Supplier's internal analytical services and technical support for the duration of the re-qualification process, in each case as reasonably required for such qualification efforts.

供应商承诺, 其在获悉任何制造过程和/或制造场地的重大变化后, 包括任何形式的原材料改变或使用变化前兆, 会在知悉此等变化后的 60 天内尽快书面通知买方。供应商应在产品的重新资格认证上与买方合作以满足买方和客户的合理的要求变更, 包括在重新认证过程中为买方提供重新认证的代表材料和合格产品, 以及供应商的内部分析服务和技术支持等其他为完成认证的合理要求。

18. Insurance 保险

The Supplier shall at its own cost take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, the Supplier shall effect insurance against all insurable risks which are the subject of the Supplier's indemnity under the Contract. Should Supplier at any time neglect or refuse to provide any insurance required by the Buyer, or should any insurance be cancelled, the Buyer shall have the right to provide such insurance at Supplier's cost.

供应商应自费费用购置保险并按照合同规定维持投保范围。如果合同中未包含特定的保险要求, 则供应商应针对所有可保险的、会引发合同项下供应商赔偿责任的风险进行投保。如果供应商在任何时候无视或拒绝买方的投保要求, 或者如果保险被取消, 则买方有权投保而由供应商承担保费。

19. Supply chain 供应链

19.1. If the Contract designates one of Suppliers' plants or a named third party as the source of the Product to be supplied to the Buyer, then no alternative sources can be used unless express written approval from the Buyer has been obtained.

如果合同指定了供应商工厂或第三方作为供给买方产品的来源, 则除非获得了买方的书面同意, 否则不得使用其他来源。

19.2. A delivery note stating the Buyer's order number and quantity of Product must accompany each consignment of Product. Where applicable, each pallet or container of Product must be clearly marked showing the Buyer's order number.

每批货物都必须随附说明买方订单号和产品数量的交货单。如适用, 产品的每个货板或容器上都应清楚地标明买方的订单号。

19.3. Supplier will manufacture and maintain at all times sufficient stocks of the Product to fulfil its obligations under the Contract and, specifically, to supply the Buyer in accordance with the forecasts referred to in clause 12 of the Conditions.

供应商将始终制造和保留足够的产品库存以履行其合同义务, 特别是根据本《条款》第 12 条所述的买方预估购买量进行供货。

19.4. Supplier shall not cease to manufacture any of the Product unless Supplier has given the Buyer written notice of its intention to cease the manufacturing of the Product. Supplier shall give such notice at a term equal to the remaining duration of the Contract before the end of the manufacturing, but in any event at least one year prior to the end of the manufacturing.

除非供应商已书面通知买方停产产品的意向, 否则供应商不得停产任何产品。供应商如计划停产, 应在制造结束前等同于合同剩余期限的时间内发出停产通知, 且通知至少是在停产前一年时发出。

19.5. Supplier shall deliver the Product within the timeframe or on the date as specified in the Contract.

供应商应在合同规定的时限内或规定日期交付产品。

19.6. In the event Supplier fails to deliver the Product in accordance with clause 19.5 of the Conditions:

- Supplier shall use its best endeavours to deliver the Product to the Buyer as soon as possible provided that the Buyer may cancel the delivery and purchase such Product from an alternative source if the setting of a cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage)

- Supplier shall indemnify the Buyer for any additional costs, expenses and liabilities over and above those which it would

have incurred had the Product been delivered on the agreed delivery date.

如果供应商未能按照本《条款》第 19.5 条交付产品：

- 供应商应尽其最大努力尽快将产品交付给买方，但是如果解决期的设定对买方来说不合理（例如由于特殊紧急事件或可能造成较高的不合理损失），则买方可以取消交付并从此处来源购买该产品。

- 供应商应赔偿买方在约定交付日交付产品后应承担的任何其他成本、费用和责任。

20. Packaging, dispatch and transport 包装、派发和运输

20.1. All Product shall be manufactured, labelled, packaged, stored, handled, delivered and transported in a manner which is: (a) in compliance with Local Laws; (b) in accordance with good commercial practices; (c) adequate to ensure safe arrival of the Product at the named destination or the Site; and (d) in accordance with any special instructions of the Buyer. Where applicable, any containers or packaging that must be returned to the Supplier will be returned at the Supplier's risk and expense and any such obligation to return them must be expressly agreed to in writing by the Buyer.

所有产品的制造、贴标、包装、存储、处理、交付和运输应当：
(a)遵守当地法律；(b)依据良好的商业惯例；(c)充分确保产品可安全到达指定的目的地或场地；(d)遵守买方的任何特殊指示。如适用，任何退还供应商的容器或包装将由供应商承担退还过程中的风险和费用，并且退还义务必须由买方明确书面同意。

20.2. The Supplier warrants that the delivery of the Product complies with CLP.

供应商承诺，产品交付符合 CLP 要求。

20.3. Seller shall dispatch all documents required by law and any documents required by the Buyer according to the Buyer's instructions at the latest upon Delivery.

卖方应最迟在交付时根据买方的指示发送所有法律要求的文件和买方要求的文件。

20.4. If the Supplier does not comply with the stipulations of this clause 20, the Buyer has the right to reject Delivery. In that event, the Products are deemed to be undelivered.

如果供应商不遵守第 20 条的规定，则买方将有权拒绝交付，在此情况下产品将被视为未交付。

20.5. Seller agrees to honour all instructions from the Buyer concerning means of transport, routing and invoicing of transport, and insurance cover during transport.

卖方同意遵守买方关于运输方式、运输路线、运输发票以及运输期间投保范围的所有指示。

21. Intellectual Property Rights; Licences 知识产权；许可

21.1. Seller shall not infringe on any third-party Intellectual Property Rights such as patents, trademarks, copyrights and models with regard to the Products

卖方不得侵犯与产品有关的任何第三方知识产权，例如专利、商标、版权和模型。

21.2. Supplier shall indemnify and hold the Buyer harmless against any Claim and Costs arising from or incurred by reason of any infringement of Intellectual Property Rights of third parties in connection with the Product or parts thereof, including the use of material or equipment and sale of products manufactured with the Product.

对于因与产品或产品部分有关的第三方知识产权侵权而引起的任何索赔和费用，包括材料或设备的使用以及与该产品所制造的产品销售，供应商应向买方赔偿并使买方免受损害。

21.3. In the event of any Claim being made against the Buyer arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at its own expense support the Buyer upon the Buyer's first request with all reasonably expected documents, statements and evidence. The Buyer is free to conduct all negotiations for the settlement of such Claim. The Buyer shall keep Supplier informed about all major steps, including but not limited to written pleadings and settlement proposals, in the course of such negotiations or litigation.

买方如因此处提及的事项被提出任何权利主张，应立即通知卖方，卖方应在买方提出请求时为买方提供符合合理预期的文件、声明和证据并自行承担费用。买方可以自行和解以解决争议。在此类谈判或诉讼过程中，买方向供应商告知所有重要步骤，包括但不限于书面起诉状和解决方案。

21.4. Materials made available to Seller by the Buyer or produced or developed by Seller on the instructions of the Buyer, are or shall become the property of the Buyer. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of the Buyer. Seller undertakes to return the Materials to the Buyer in good condition, together with any copies and the like which have been produced, at Seller's expense, as soon as they have served the purpose for which they are intended, or earlier, if the Buyer so requests.

买方提供给卖方的材料，或卖方根据买方的指示生产或研发的材料，均属于买方所有。卖方不得就这些材料申请专利。卖方承诺将材料单独保存并标记为买方财产。卖方承诺在完成既定目的后，或应买方要求，将完好的材料以及所产生的任何复制品等一并退还给买方，并自行承担相关费用。

21.5. All Intellectual Property Rights in the Materials made available to Seller by the Buyer will vest in the Buyer. All Intellectual Property Rights in the Materials held (together, the Background IP) or produced or developed by Seller on the instructions of the Buyer, the adjustments thereto, extensions thereto and/or relating information, documents, etc. (together, the Foreground IP) are or shall become the property of the Buyer. Seller herewith assigns and transfers to the Buyer all rights in and to such Foreground and Background IP upon creation and the Buyer accepts such assignment and transfer. To the extent such assignment and transfer is legally impossible, Seller hereby grants to the Buyer a worldwide, irrevocable, exclusive, sublicenseable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground and background IP in any manner, for all known and unknown types of use, and for any purpose whatsoever. All the aforementioned rights are granted in consideration for the remuneration paid by the Buyer under the Contract.

买方提供给卖方的材料中的所有知识产权均属买方所有。卖方根据买方指示持有的材料的知识产权（统称为背景知识产权）或据此生产或研发的材料的知识产权，或对该等材料或/和信息、文件等的调整、扩展（统称为前景知识产权）均属买方所有。卖方在前景知识产权和背景知识产权产生之时即将该等知识产权转让给买方，并且买方接受该等转让。如此类转让在法律上不可行，卖方应向买方授予一项全球的、不可撤销的、排他的、可再许可、可转让的、免许可费的许可权，该许可权在时间、地域和使用范围上均无限制。买方可以任何已知和未知用途，出于任何目的使用前景知识产权和背景知识产权。买方根据本合同支付的对价获得上述权利。

In addition, the Parties agree that the aforementioned license and assignment of Intellectual Property Rights on Foreground IP and Background IP are (i) exclusive, irrevocable, sub-licensable, assignable and transferable, (ii) granted or assigned as soon as the related work is created, (iii) for as long as the related work is protected under author's rights, (iv) for the entire world, (v) for any purpose including manufacturing, marketing, advertising, publishing, merchandising, and (vi) in any manner and on any actual, future, known or unknown medium. Such licensed and assigned Intellectual Property Rights include the unrestricted rights of reproduction, representation, performance, display, broadcasting, modification, adaptation, distribution, translation, rental and location of copies of all or part of the Foreground IP and Background IP.

此外，双方同意，上述关于前景知识产权和背景知识产权的许可和转让是 (i) 专有的、不可撤销的、可再许可的、可转让的；(ii) 相关成果产生之时即被许可或转让；(iii) 相关成果受著作权人的权利保护；(iv) 全世界范围有效；(v) 用于任何目的，包括生产、营销、广告、出版、销售；以及 (vi) 以任何方式以及在任何现有的、未来的、已知的或未知的媒介上。此类许可和转让的知识产权包括对全部或部分前景知识产权和背景知识产权的副本的不受限制的复制、表述、表演、陈列、广播、修改、改编、发行、翻译、租赁和存放的权利。

22. Force Majeure 不可抗力

22.1. Where there is a Force Majeure Event, the party affected (Affected Party) must notify the other party promptly and in any event within seven (7) days, giving: (i) full particulars of the Force Majeure Event; (ii) details of each of the obligations prevented or delayed by the Force Majeure Event; (iii) the reasons for the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in, performing its obligations under this Contract; (iv) the estimated time required to overcome the Force Majeure Event; and (v) the proposed actions for mitigating the consequences of the Force Majeure Event.

如发生不可抗力事件，受影响的一方（受影响方）必须立即或无论如何应在事件发生之时起七（7）日内通知对方，通知内容包括 (i) 不可抗力事件的完整信息；(ii) 不可抗力事件阻止或延误的合同义务的详细信息；(iii) 不可抗力事件阻止或延误受影响方履行本合同项下义务的原因；(iv) 克服不可抗力事件的预估时间；(v) 为减轻不可抗力事件影响而采取的行动。

22.2. A Force Majeure Event means an unforeseeable, unavoidable and insurmountable event, including but not limited to one of or a combination of the following events or circumstances:

- (i) an act of terrorism;
- (ii) an epidemic or a pandemic or changed circumstances in connection with an existing epidemic or pandemic;
- (iii) a riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any Responsible Authority of any part of the Site;
- (iv) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous products of any explosive assembly or nuclear component;
- (v) strikes at national level or industrial matters at a national level in the country where the Site is located, or strikes or industrial matters in the country where the Site is located by personnel not employed or otherwise engaged by the Affected Party, and which affect substantial performance of the Contract;
- (vi) an act of God, earthquake, lightning, cyclone, tsunami, fire emanating from outside the Site, explosion, flood, landslide, drought or meteor, but excluding any other weather conditions regardless of severity;
- (vii) an act of public enemy, sabotage, malicious damage, civil unrest or acts of piracy; and
- (viii) any embargo, order, direction, instruction or decision of any Responsible Authority and is relevant to and/or in connection with the Force Majeure Events set out in these articles 22.2.(i) to 22.2.(viii), but excludes an event or circumstance caused by an act or omission of the Supplier.

不可抗力事件是指不能预见、不能避免且不能克服的事件，包括但不限于以下事件或情况：

- (i) 恐怖主义行为；
- (ii) 与现存的流行病有关的流行病或情况变化；
- (iii) 暴动、战争、入侵、外国敌人行动、叛乱（无论是否宣战）、内战、叛乱、革命、军事或夺取权利，任何负责机构对场地的征收征用；
- (iv) 任何核燃料或核燃料燃烧产生的任何核废料的电离辐射或污染、放射性燃料、放射性爆炸物或任何爆炸物部件或核部件的其他危险物质；
- (v) 场地所在地国家层面的罢工或工业问题，或受影响方未雇用或以其他方式雇用的人员在场地所在地进行的罢工或导致的工业问题，并且影响合同的实质履行；
- (vi) 天灾、地震、闪电、气旋、海啸、场地之外引发的火灾、爆炸、洪水、山体滑坡、干旱或陨石，但不包括任何其他天气情况，无论其严重程度如何；
- (vii) 公敌行为、蓄意破坏、恶意破坏、内乱或海盗行为；和
- (viii) 任何负责机构的禁运、命令、指示、指令或决定，并且与本条 22.2 (i) 至 22.2 (vii) 所述的不可抗力事件有关和/或与此相关，但不包括由于供应商的作为或不作为引起的事件或情况。

22.3. If, following the issue of any notice referred to in article 22.1, the Affected Party claiming relief receives or becomes aware of any further information relating to the Force Majeure Event (and/or any failure to perform), it must submit such further information to the other party as soon as reasonably possible.

在发出第 22.1 条所指的任何通知之后，要求获得救济的受害方收到或知悉与不可抗力事件有关的任何其他信息（和/或任何无法履行的情况），必须尽快将该等信息提交给对方。

22.4. Neither party is responsible for any failure to perform its obligations under the Contract to the extent it is prevented or delayed in performing those obligations by a Force Majeure Event.

任何一方均不承担因不可抗力事件导致合同无法履行或延迟履行的责任。

22.5. Neither party shall be relieved of any obligations under the Contract solely because of increased costs or other adverse economic consequences that may be incurred through the performance of its obligations.

任何一方均不能仅因履行其义务将导致成本增加或产生其他不利经济后果而免除合同项下的任何义务。

22.6. Neither party shall have any entitlement against the other party, nor shall either party have liability for: (i) any costs, losses, expenses, damages incurred by the other party during a Force Majeure Event; and (ii) any costs in any way incurred by either party due to a Force Majeure Event.

任何一方均无权对另一方主张权利，且对以下内容均不承担责任：(i) 不可抗力事件中另一方造成的任何成本、损失、费用和损害赔偿；(ii) 不可抗力事件导致任何一方以任何方式产生的任何费用。

22.7. To the extent permitted by Local Law, the Supplier and/or the Supplier's Personnel shall not be entitled to any Claim against the Buyer in the event that any Supplier's Personnel is tested positive for COVID-19 for any reason whatsoever.

在当地法律允许的范围内，供应商和/或其人员无权向买方就其人员不论任何原因被检测为 COVID-19 阳性而提出任何索赔。

22.8. The Supplier must mitigate the consequences of the Force Majeure Event (including incurring any reasonable expenditure of funds, making any appeals and applications to any Responsible Authority to minimise the impact of the Force Majeure Event and rescheduling manpower and resources) upon its performance of its obligations under the Contract and minimise any resulting delay in the performance of its obligations under the Contract.

供应商必须减轻不可抗力事件对其履行合同义务的影响（包括发生任何合理的资金支出、向任何负责机构提出申请以最大程度减少不可抗力事件影响并重新安排人力和资源），并最大程度减轻对合同义务的影响。

22.9. The Supplier is not relieved from liability under the Contract to the extent that it is not able to perform, or has not in fact performed, its obligations under the Contract due to its failure to comply with its obligations under article 22.8.

供应商不得免除其因违反第 22.8 条规定而无法履行或实际上未履行的合同义务。

22.10. Once the consequences of the Force Majeure Event have ceased, the Affected Party must as soon as reasonably practicable recommence the performance of its obligations under the Contract and notify the other party when it can resume performance.

一旦不可抗力事件的影响消除，受影响方必须在合理可行的范围内尽快重新履行合同义务，并在可以恢复履行时通知另一方。

22.11. A Force Majeure Event does not relieve a party from liability for an obligation which arose and had to be completely performed before the occurrence of that event, nor does that Force Majeure Event affect the obligation to pay money in a timely manner which was due prior to the occurrence of that event.

不可抗力事件不免除该事件发生之前一方未履行其本应完全履行义务的责任，也不影响该事件发生之前的到期付款义务。

22.12. Without prejudice to the above articles 22.1., 22.2., 22.3., and 22.11., where there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, order the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract. In not affecting the above articles 22.1., 22.2., 22.3 and 22.11 cases, if there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, require the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract. In not affecting the above articles 22.1., 22.2., 22.3 and 22.11 cases, if there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, require the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract.

23. Confidentiality 保密

23.1. During the term of the Agreement and for a further period of ten (10) years after, Supplier shall maintain all Material made available to Supplier by the Buyer as strictly confidential and in particular undertakes to only disclose Material to those of its employees, directors and officers who need to know it strictly for the performance of the Agreement, not to disclose the Material to those of its Representatives who for the performance of the Agreement reasonably need to have access, not to use the Material for any purpose other than the performance of the Agreement and to take all necessary steps to keep the Material secret and prevent unauthorised access to it. Supplier undertakes to return the Material to the Buyer in good condition, together with any copies and the like which have been produced,

at Supplier's sole expenses, as soon as they have served the purpose for which they are intended, or earlier, if the Buyer so requests, and to confirm to the Buyer in writing that any and all Material has been returned.

在协议期以及其后的十（10）年内，供应商应严格保密买方提供的所有材料，并特别承诺其仅将材料披露给其雇员、董事和需要严格知晓协议履行的官员，并不得向除特定代表以外的任何第三方披露。该等代表应为了合理履行协议的需要访问该材料，且不得将材料用于履行协议以外的目的，并采取所有必要步骤确保材料安全并防止未经授权者的访问。供应商承诺，一旦达到预期目的，或买方更早地提出返还要求，供应商将完好地交还材料以及所产生的任何副本，自行承担费用，并以书面形式向买方确认所有材料均已交还。

23.2. Material does not include information which the Supplier can prove was publicly available at time of disclosure or has become publicly available without breach of this Agreement, was in Supplier's possession at the time of disclosure and was not acquired directly or indirectly from the Buyer, or has been independently developed by Supplier or has been lawfully received from another third party who did not receive the information in confidence from the Buyer.

材料不包括供应商可以证明在披露时已经公开的信息，或者在不违反本协议的情况下可以公开获得的信息，在披露时供应商已拥有的且非直接或间接自买方获得的信息，或由供应商独立开发或从第三方合法取得的信息，且该第三方并未自买方获得保密信息。

23.3. Notwithstanding the above, Supplier shall be entitled to make a disclosure of the Material if, and to the extent it is required by law or by order of any competent governmental or other regulatory authority, provided that Supplier is permitted by law, it first notifies the Buyer to enable the Buyer to take an appropriate protective order and/or other action.

尽管有上述约定，但在法律或任何有权政府或其他监管机构要求的范围内，且在法律允许的情况下，供应商有权对材料进行披露，但供应商须首先通知买方，以使买方能够采取适当保护命令和/或其他措施。

23.4. Without limitation, Supplier undertakes to ensure that the obligations of confidentiality set out in this Agreement are fully complied by Representative(s) and third parties; and to fully indemnify the Buyer for liability arising under this Agreement, for any failure to do so.

供应商承诺确保其代表和第三方完全遵守本协议规定的保密义务，毫无例外；并应向买方全额赔偿未遵守本协议的责任。

23.5. Supplier shall not make any reference in its marketing or commercial documents to the existence or the content of the Agreement.

供应商不得在其营销或商业文件中提及本协议的存在或协议内容。

24. Termination and expiration of the Contract 合同的终止和到期

24.1. Without prejudice to all other rights or any other compensation to which the Buyer might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain the Product from a third party, the Buyer is, with immediate effect and without prior court approval, entitled to terminate the Contract or any part thereof by means of a written notice to Supplier:

- if, notwithstanding reasonable written notice from the Buyer, the Supplier fails to comply properly or remedy any such non-compliance with its obligations set forth under articles 4, 5, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 27 and 28 of the Conditions;

- in the cases explicitly provided for under the Contract;

- to the extent permitted under the law, the Supplier is unable to pay, declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Supplier's organisation is established, he ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods intended for the execution of the Contract are attached or he transfers his business to a third party or parties.

在不损害其他权利或买方可能通过合同或根据法律有权获得的任何补偿的情况下（包括对从第三方获得产品的成本和费用的补偿），符合以下条件，买方有权通过书面形式通知供应商终止合同或其任何部分，该终止通知即刻生效且无需法院事先批准：

- 尽管买方发出了合理的书面通知，但供应商未能适当遵守第 4、5、7、13、14、15、16、17、18、19、20、21、23、27 和 28 条规定的义务，或对该等违反进行救济；

- 合同明确规定的情况下；

- 在法律允许的范围内，供应商无法付款、宣告破产、申请破产、申请暂停执行或受到其组织所在司法管辖区内的类似措施、业务停运或清算、许可证被吊销，大部分用于合同履行的资产或货物被扣押，或者业务转让给第三方。

24.2. On termination or expiration of the Contract, the following clauses of the Conditions shall survive and continue in full force and effect: Clause 15 (Indemnification); Clause 18 (Insurance); Clause 23 (Confidentiality); Clause 25 (Disputes) and Clause 26 (Applicable Law).

Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or these Conditions which existed at or before the date of termination.

合同终止或期满时，本合同的以下条款将继续有效：第 15 条（赔偿）；第 18 条（保险）；第 23 条（保密）；第 25 条（争议解决）；第 26 条（适用法律）。

合同终止不影响当事方在终止之日之前享有的任何权利、救济、义务或责任，包括因对方违反在终止之日或终止之日时存在的协议或条款而享有的任何要求损害赔偿的权利。

25. Disputes 争议解决

25.1. If any disputed Claim whatsoever or any difference of opinion or other dispute of whatever kind regarding the Contract and the performance thereof, and including claims of invalidity or for rectification (hereinafter collectively "Dispute") arises between the parties and cannot be resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts of the jurisdiction in which the Buyer has its registered office.

如果双方之间存在任何有争议的权利主张，或者与合同及其履行有关的任何形式的意见分歧或其他任何争端，包括合同无效的主张或纠正的请求（以下统称为“争议”），且无法通过双方调解加以解决，则仅由买方注册地所在司法管辖区的法院具有排他的管辖权。

26. Applicable law 适用法律

Without prejudice to Supplier's obligation to comply with Local Law in accordance with clauses 4, 5, 10, 13, 16, 20, 21 and 28, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding the Product, shall be governed by the law of the place of jurisdiction in which the Buyer has its registered office. Such law is applicable, with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make another system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

在不影响供应商按照第 4、5、10、13、16、20、21 和 28 条遵守当地法律的前提下，所有与本协议的有效性、解释、可执行性、终止有关的问题、疑问和争议，或与产品有关的任何问题，均受买方注册地所在司法管辖区的法律管辖。该适用法律排除任何其他法律适用或任何适用于其他司法管辖区的当地、外国或国际冲突法以避免其他司法管辖区的法律适用。在此明确约定排除《维也纳国际货物销售公约》的适用。

27. REACH and CLP

27.1 Supplier shall comply with the obligations of REACH and CLP.

供应商应遵守 REACH 和 CLP 下的义务。

27.2 Supplier has registered or shall register within the required REACH timeframes the substance(s) within the Product (including monomers and other reactants contained in any polymers supplied) that Supplier manufactures in or imports into the European Economic Area (REACH Substance(s)). Supplier has classified, labelled and packaged the Product as required by CLP for Products that are substances or mixtures. The Supplier has notified relevant substances in the Product within the timeframes and as required by CLP and shall otherwise comply with the CLP obligations. Supplier will use its best efforts to ensure that its suppliers of any other substance(s) within the Product otherwise comply with REACH and CLP.

供应商已经注册或在 REACH 规定的时限内注册供应商在欧洲经济区制造或进口到欧洲经济区的产品中的物质（包括所提供的任何聚合物中包含的单体和其他反应物）（REACH 物质）。供应商已按照 CLP 要求对属于物质或混合物的产品进行了分类、标记和包装。供应商已在 CLP 要求的时间范围内上报产品中的相关物质或履行 CLP 规定的其他义务。供应商将尽最大努力确保其产品以及其他物质的供应商都遵守 REACH 和 CLP。

27.3 Where Supplier is a non-Community manufacturer or non-UK, it shall be the importer or appoint an Only Representative (OR) in accordance with Article 8 REACH to ensure compliance with REACH. Supplier agrees that the OR has timely registered or shall register the REACH Substance(s). In addition, by written contract with the OR or an OR Trustee, the Supplier shall provide to such entity on a calendar-year basis no later than 31 January of the following year information regarding the total quantities of Product sold to the Buyer and provide to the Buyer copies of the same.

如果供应商是非欧盟或非英国制造商，则其应属于进口商或根据 REACH 第 8 条指定唯一代表（OR），以确保遵守 REACH。供应商承诺 OR 已及时注册或应注册 REACH 物质。此外，根据与 OR 或 OR 托管人的书面合同，供应商应以日历年度为基础，至少于次年 1 月 31 日前向该实体提供出售给买方的产品总量信息，并向买方提供相同的副本。

27.4 For any UK REACH Substance(s) qualifying to be grandfathered but not yet registered, Supplier shall confirm the grandfathering within one hundred and twenty (120) days after 31 December 2020 (being the end of the Brexit transition period) and shall confirm its UK REACH registration deadline. For any UK REACH substance(s) qualifying for Downstream User Import Notification (DUIN) but not yet registered, Supplier shall confirm the DUIN within three hundred (300) days after 31 December 2020 and shall confirm its UK REACH registration deadline. If Supplier decides not to register the UK REACH substance(s), it shall provide immediately to the Buyer written notification of such decision.

对于符合不追溯要求但尚未注册的任何英国 REACH 物质，供应商应在 2020 年 12 月 31 日（英国脱欧过渡期结束日）后的一百二十（120）日内确认其不追溯，并确认其英国 REACH 注册的截止日期。对于符合《下游用户进口通知（DUIN）》但尚未注册的 UK REACH 物质，供应商应在 2020 年 12 月 31 日后的三百（300）日内确认 DUIN，并确认其 UK REACH 注册的截止日期。如供应商决定不注册英国 REACH 物质，应立即向买方提供该决定的书面通知。

27.5 For any UK REACH substance(s) that received grandfathering or DUIN status and which is manufactured and/or imported into the United Kingdom in volumes equal to or greater than one (1) metric tonne per annum after the end of the applicable UK REACH tonnage band and hazard profiles deadline post 28 October 2021, the Supplier will confirm the UK REACH registration prior to further delivery to the United Kingdom.

对于任何获得不追溯或 DUIN 资格且在英国生产或向英国进口的 UK REACH 物质，如在适用的 UK REACH 吨位范围和风险文件截止日期到期后，在 2021 年 10 月 28 日前，每年该 UK REACH 物质的重量大于或等于一（1）公吨，供应商将在物质再次运输至英国前确认英国 REACH 注册。

27.6 For a new REACH substance(s), Supplier shall register the REACH Substance before manufacture or import in quantities of 1 tonne or more per year and provide immediately to the Buyer written documentation of registration; if Supplier decides not to register, it shall provide immediately to the Buyer written notification of such decision.

对于新的 REACH 物质，供应商应在每年生产或进口 1 吨及以上之前注册 REACH 物质，并立即向买方提供书面注册文件；如供应商决定不注册，应立即向买方提供该决定的书面通知。

27.7 The Buyer has the right to notify Supplier until twelve (12) months before the registration deadline of any use of the Product in order for such use to qualify as an identified use as defined in Article 3(26) REACH. If Supplier rejects the use as an identified use, it shall respond within thirty (30) days of the Buyer's notification and provide the bases for rejection. Otherwise, Supplier has included the Buyer's identified uses in Supplier's registration of the REACH Substance(s). Supplier has requested all of its raw material suppliers to include these identified uses in their REACH registrations. The Buyer has the right not to identify its use to Supplier, and if so, represents that its uses are consistent with any directives or restrictions contained in labelling or other documentation for the Product.

买方有权在产品使用的注册截止日期之前十二（12）个月通知供应商，以使该种使用符合 REACH 第 3 条第（26）款所定义的确实用途。如供应商拒绝该种使用构成确实用途，应在买方通知后的三十（30）日内做出回应，并提供拒绝依据。否则，供应商将买方的确实用途纳入供应商对 REACH 物质的注册。供应商已要求所有原材料供应商在其 REACH 注册中包含这些确实用途。买方有权不向供应商确实用途；如是，买方承诺其使用产品与产品标签或其他文档中包含的任何指令或限制说明相符。

27.8 Supplier and the Buyer shall provide safety data sheets (SDS) down the supply chain as required by and meeting the requirements of Article 31 REACH; or alternatively providing and updating specified information as required by Article 32 REACH. Where the Product contains a REACH Substance(s) registered by the Supplier, the SDS shall contain the full registration number if so required by REACH, and shall provide the relevant exposure scenarios as a SDS extension within a reasonable time of registration completion. Where the Product is a mixture, Supplier will provide truncated registration numbers for the hazardous substances appearing on the SDS, including within a reasonable time those made available by Supplier's suppliers. Supplier agrees to provide relevant SDS updates and information to the Buyer, or to its agent, upon reasonable request for purposes of the Buyer updating its SDSs.

供应商和买方应按照 REACH 第 31 条的要求，在供应链中提供安全数据表（SDS）；或者，根据 REACH 第 32 条的要求提供和更新特定信息。如果产品包含供应商注册的 REACH 物质，SDS 应根据 REACH 要求包含完整的注册号，并应在合理的注册期限内提供相关暴露场景，作为 SDS 的扩展内容。如果产品是混合物，供应商应提供 SDS 中出现的有害物质的短注号码，包括在合理的时间内向供应商提供的信息。供应商同意遵照合理请求向买方或其代理商提供 SDS 的相关更新和信息，以便于买方更新其 SDS。

27.9 Supplier and the Buyer will without delay inform each other of any communication received from the REACH agency ECHA, the Health and Safety Executive (HSE), or any Member State Competent Authority that adversely affects the compliance of the Product with REACH or CLP; and will respond within a reasonable time to each other's questions or requests for information regarding REACH. Supplier shall immediately notify the Buyer if any REACH Substance(s) contained in the Product is listed on the Candidate List or is expected to become listed as a substance subject to Authorisation (Annex XIV REACH) or restriction (Annex XVII REACH), or for evaluation under the Community rolling action plan (CoRAP) (Article 44 REACH).

供应商和买方应立即相互通知其收到的 REACH 机构 ECHA、健康与安全执行机构（HSE）或任何成员国主管机构发出的关于可能导致产品违反 REACH 或 CLP 的消息；并将在合理时间内回复彼此有关 REACH 的问题或请求。如产品中包含的任何 REACH 物质列于候选清单或预期将受到授权（附件 XIV REACH）或限制（附件 XVII REACH）的约束，或需根据欧盟滚动条计划进行评估（CoRAP）（REACH 第 44 条），供应商应立即通知买方。

27.10 Supplier and the Buyer warrant that they will otherwise comply with REACH and CLP in their respective roles as manufacturer/importer/supplier and downstream user/customer. The Buyer is entitled to terminate the Agreement by written notice with immediate effect if: (i) the Supplier delays unreasonably or declines, absent an exemption, first time registration of the REACH Substance(s); (ii) the Supplier unreasonably rejects a use identified by the Buyer as an identified use; or (iii) ECHA or the HSE rejects the registration of the REACH Substance(s) or imposes Restrictions on or subjects the REACH Substance(s) to Authorisation.

供应商和买方承诺他们将分别按照各自的生产商、进口商、供应商和下游用户、客户的角色遵守 REACH 和 CLP 的规定。在下列情况下，买方有权通过书面通知终止协议：（i）供应商无故拖延或拒绝、未能豁免 REACH 物质的首次注册；（ii）供应商无故拒绝买方认定为确定用途的使用；（iii）ECHA 或 HSE 拒绝 REACH 物质的注册或对 REACH 物质施加限制或须获得 REACH 物质授权。

27.11 Other than as provided, nothing in this article shall provide or be construed to provide an additional warranty or representation by the Buyer or additional termination rights to Supplier. Nothing in this article is a limitation on the scope or effect of any other provisions of this Agreement; and for the avoidance of any doubt any reference to specific legal provisions or requirements is without prejudice to the application and effect of other applicable legal provisions or requirements and does not constitute any waiver of rights under law or this Agreement.

除另有约定，本条款中的任何内容均不得解释为买方提供额外的保证或陈述，或为供应商提供额外的终止权利。本条款的任何内容均不限制本协议任何其他条款的范围或效力；为免疑义，对特定法律规定或要求的任何引用均不影响其他适用法律规定或要求的适用和效力，也不构成对法律或本协议项下任何权利的放弃。

28. Data Protection and Compliance 数据保护和合规

28.1. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Contract.

各方在履行本合同的过程中处理个人数据，应遵守适用的数据保护法规。

28.2. The Supplier acknowledges and agrees that the Buyer may Process Personal Data, provided by the Supplier, for the purposes of personnel administration, security management, IT support and any other purpose in relation with or necessary for

the performance of this Contract (the Purposes), and that the Buyer may transfer the Personal Data to the Buyer entities and third parties in and outside of the UK in relation with the Purposes. The Supplier shall ensure that:

(i) The Personal Data provided to the Buyer is collected by the Supplier and provided to the Buyer in accordance with applicable Data Protection Legislation; and

(ii) The persons whose Personal Data are provided by the Supplier to the Buyer in relation with this Contract have received fair processing information and the Supplier has followed all necessary legal requirements for the Processing of the Personal Data.

供应商承认并同意，买方可以出于人员管理、安全管理、IT 支持以及履行本合同相关或必要的任何其他目的（目的）处理供应商提供的个人数据，并且买方可以将与目的有关的个人数据转移给英国境内外买方实体和第三方。

供应商应确保：

(i) 供应商自行收集个人数据，并根据适用的数据保护法规向买方提供；和

(ii) 供应商根据本合同向买方提供的个人数据的主体已收到适当的处理通知，且供应商已遵守处理个人数据的所有必要法律规定。

28.3 If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of the Buyer, the Supplier and the Buyer will enter into a separate data processing agreement, in addition to the provisions of the Contract between the parties, which complies with the applicable Data Protection Legislation and becomes an annex to and incorporated into the Contract. The Supplier shall only Process the Personal Data upon the Buyer's instruction and the Supplier shall take appropriate measures to protect the Personal Data against any accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing of the Personal Data.

如果供应商以数据处理者的身份代表买方处理个人数据，则除双方之间的合同约定外，供应商和买方将另行签订单独的数据处理协议，该协议应遵守适用的数据保护法规，并作为合同附件成为合同组成部分。供应商应根据买方的指示处理个人数据，且供应商应采取适当措施，保护个人数据免遭任何意外或非法破坏、意外损失、更改、未经授权的披露或访问，以及其他非法形式的处理。

28.4. Supplier represents and warrants that (i) it does not and will not: (a) employ children, prison labour, indentured labour, bonded labour; (b) use corporal punishment or other forms of mental and physical coercion, or verbal, cruel or abusive practices as a form of discipline; and (c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or Local Law the parties agree to define "child" as being a person of less than fifteen (15) years of age. (if Local Law sets the minimum age below fifteen (15) years of age, but is in accordance with exceptions under International Labour Organization Convention 138, the lower age will apply); and (ii) (a) it shall not give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Contract or its dealings with the other party (this applies whether the Bribe is direct or through another party, and whether or not it involves a government official); (b) confirms that it is not an entity of which a government official is a principal, material shareholder, officer, director or employee and is not an entity which is affiliated with any such government official; (c) shall have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and (d) shall keep accurate and true records that are not misleading of all payments made in connection with this Contract or its dealings with the Buyer or the Representatives.

供应商陈述并保证 (i) 其目前没有且将来不会 (a) 雇佣童工、犯人、契约劳工或抵债劳工；(b) 使用体罚或其他形式的精神和肉体胁迫，或采用侮辱性、残酷性或虐待性的纪律措施；及 (c) 以任何包括种族、宗教、残疾、年龄或性别在内的理由歧视任何雇员。在没有任何国家或地方法律的情况下，双方同意将未满十五 (15) 岁的人定义为“儿童”。(如果当地法律将“儿童”最低年龄设置为十五 (15) 岁以下，则根据国际劳工组织第 138 号公约的例外规定，应适用二者中的较低年龄)；以及 (ii) 其不得在本合同下，或在与另一方的交易下，给予、答应给予或提供任何贿赂，或索取、许诺收取或收取任何贿赂（不论贿赂是直接给予还是通过其他方给予，以及是否其中涉及政府官员）；

(b) 其确认，其不是政府官员的委托人、重要股东、高级管理人员、董事或雇员，也不是与任何此类政府官员有关联的实体；

(c) 其将制定适当的程序以防止代表其提供服务的人行贿；以及 (d) 其应保留准确、真实的记录，不会误导与本合同或其与买方或代表的交易有关的所有付款。

29. Severability 可分割性

The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the remaining part of the Contract. Parties shall replace the affected clause by a valid one that has the same effect within the confines of the law as the affected clause.

合同的任何条款或条款的一部分的无效或无法执行，不影响合同其他部分的有效性。双方应以在法律范围内具有与原条款相同效果的有效条款代替原条款。

30. Waiver, rights and remedies 弃权、权利和救济

No failure or delay by the Buyer to exercise any right or remedy provided under this Contract or by law nor the payment of an invoice shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law. This clause shall not constitute a prolongation of statutory periods of limitation.

买方未能行使或迟延履行合同赋予的或法律规定的任何权利或救济，或支付发票均不构成对该权利或任何其他权利或救济的放弃，也不会阻止或限制进一步行使该权利或任何其他权利或救济。任何单独或部分行使该权利或救济的行为均不得阻止或限制进一步行使该权利或任何其他权利或救济。本合同规定的权利和救济是

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