

SIBUR INTERNATIONAL TRADING (SHANGHAI) COLTD

西布尔国际贸易（上海）有限公司

GENERAL TERMS AND CONDITIONS

通用条款和条件

These General Terms and Conditions (hereinafter referred to as "GTC") shall constitute an integral part of any Contract executed between SIBUR International Trading (Shanghai) Co Ltd (the "Seller") and the Buyer. The GTC may be amended, revised, restated or supplemented by SIBUR International Trading (Shanghai) Co., Ltd. from time to time. The latest version of the GTC is available on www.sibur-int.cn.

本通用条款和条件（“通用条款”）构成任何由西布尔国际贸易（上海）有限公司（“卖方”）与买方之间签署的合同的不可分割的组成部分。构成任何由西布尔国际贸易（上海）有限公司可不时修改、修订、重述或补充通用条款。通用条款的最新版本请见 www.sibur-int.cn。

PARAGRAPH I TERMS AND DEFINITIONS

第一条 术语与定义

The following terms when used in the GTC with initial capital letters shall have the respective meanings as defined below:

在通用条款中使用的以粗体标示的术语定义如下：

“Actual Contract Quantity” shall mean the quantity of the Goods delivered by the Seller to the Buyer under the Contract.

“实际合同数量”是指合同项下卖方向买方交付的货物数量。

“Actual Monthly Quantity” shall mean the quantity of the Goods delivered by the Seller to the Buyer under the Contract within the respective month of delivery.

“实际月数量”是指合同项下卖方在相应交付月份向买方交付的货物数量。

“Affiliate” shall mean any person or entity that directly or indirectly controls, is controlled by, or is under the common Control of the Seller or the Buyer. **“Control”** shall mean direct or indirect beneficial ownership of more than fifty percent (50%) of the authorized share capital which provide voting rights or other voting interests in the entity in question.

“关联方”是指直接或间接控制卖方或买方、受卖方或买方直接或间接控制、或与卖方或买方直接或间接被其他方共同控制的任何个人或实体。**“控制”**是指直接或间接持有所述实体中 50%以上有表决权或其它表决权益的法定股本。

“Amendment” shall mean an additional agreement to a Contract signed by the authorised representatives of the Parties altering, supplementing or cancelling the relevant terms of the Contract (as the case may be).

“修订协议”指由协议双方授权代表签署的对合同有关条款进行修改、补充或取消的合同的额外协议（视情况而定）。

“Amendment Effective Date” shall mean the date on which the Amendment takes effect."

“修订生效日”指修正协议生效的日期。

“Anti-Corruption Laws” shall mean all applicable anti-bribery or anti-money laundering legislation of any government, international or supranational organization, including without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the U.K. Anti-Terrorism, Crime and Security Act 2001, the Money Laundering Regulation 2007, the Proceeds of Crime Act 2002, the Terrorism Act 2006, the PRC Anti-unfair Competition Law, the PRC Criminal Law and other applicable laws and regulations in the PRC, as well as the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or such other relevant laws of any other country in which business will be conducted (as the case may be).

“反腐败法律”是指所有适用的、任何政府、国际组织或者超国家组织的反贿赂或反洗钱法律，包括但不限于：美国《海外反腐败法》、英国《反贿赂法（2010）》、英国《反恐怖主义、犯罪与安全法（2001）》、《反洗钱条例（2007）》及《犯罪收益法（2002）》、《反恐怖主义法（2006）》、《中华人民共和国反不正当竞争法》、《中华人民共和国刑法》和其他适用的法律法规，以及实施经济合作与发展组织《关于打击国际商业交易中行贿外国公职人员行为的公约》的国家立法，或任何其他业务所在国家的其他相关法律（视具体情形而定）。

“Applicable Authority” shall mean (i) any supranational organization or any state or political subdivision thereof, (ii)

“主管机关”是指根据所适用法律授权（1）任何跨国组

any authority exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the supranational organization, the state or its political subdivision, including without limitation any supranational authority, government authority, ministry, agency, department, board, commission or instrumentality and subdivisions thereof, pursuant to the rights granted thereto by applicable Law.

“**Business Day**” or “**Working Day**” or “**Banking Day**” or “**Bank Day**” or “**Holiday**” shall mean any day other than Saturday, Sunday or any public holiday on which banks in the PRC, and the country of the Goods delivery are open for business.

“**Buyer**” shall mean a Party buying the Goods as specified in the Contract.

“**Carrier**” shall mean any person or company contracted by the Buyer or by the Seller as the case may be to undertake to perform or to procure the performance of a contract of carriage by rail, road, sea or a combination thereof as may be applicable to the terms of delivery.

“**Certificate of Origin**” shall mean the document issued by the Seller or the Manufacturer or a chamber of commerce or other agreed third party (as the case may be) specifying the country where the Goods are actually produced.

“**Certificate of Quality**” shall mean the document issued by the Manufacturer and provided by the Seller to the Buyer in accordance with the Contract in respect of the Goods confirming the quality of the Goods.

“**Change of Control**” shall mean an event occurring after the Effective Date where any single person or group of persons acting in concert (within the meaning of the City Code on Take-overs and Mergers, as amended from time to time) acquires the right (either directly or indirectly) to appoint or remove a majority of the board of directors of either Party or acquire any interest (direct or indirect) in the issued shares (which carry the right to vote in general meetings of the ordinary shareholders) of either Party as a result of which that person or group of persons have an interest (direct or indirect) in more than 50% of the issued shares (which carry the right to vote in general meetings of the ordinary shareholders) of such Party.

“**Confidential Information**” shall have the meaning set forth in Clause 7.17 of the GTC.

“**Consent**” shall mean any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any person (and the person for this purpose shall mean any natural person, firm, partnership, association, corporation, company, limited liability company, trust, joint stock company, business trust Governmental Authority or other organization or entity).

“**Contract**” shall mean any contractual arrangement (whether oral, in writing or otherwise) relating to the supply of the Goods to the Buyer by the Seller.

“**Delivery Date**” shall mean the moment when the Goods

织或任何国家或其下属政府分支机构；(2)任何代表跨国组织、国家或其下属政府分支机构行使行政、立法、司法、监管或管理职能的当局或机构，包括但不限于代表任何跨国机构、政府机关、部、局、处室、理事会、委员会或机关，及其下属机构。

“**营业日**”或“**工作日**”或“**银行营业日**”或“**银行日**”或“**假期**”是指除星期六、星期日或任何公共假日以外的，中国**和**货物交付地所在国家的银行正常营业的任何一日。

“**买方**”是指合同规定的购买货物的协议一方。

“**承运人**”是指与**买方**或**卖方**（视具体情形而定）订立运输合同的、承担履行或促使他人履行运输合同义务的任何个人或公司，前述运输可通过铁路、公路、海运或联运方式（视可能适用的运输条款而定）进行。

“**原产地证明**”是指由**卖方**、**制造方**、商会或双方同意的其他第三方（视具体情况而定）出具的列明**货物**实际生产国的文件。

“**质量证明**”是指**制造方**出具的、**卖方**根据合同提供的确认**货物**质量的文件。

“**控制权变更**”指生效日后发生的，由于任何相关人员或团体对当事方的 50%以上已发行股份拥有（直接或间接的）利益，此类人员或团体（在不时修订的《城市接管与合并法》的含义范围内）要求（直接或间接地）取得任命或罢免各方董事会多数的权利或获得对各方已发行（在普通股股东大会上具有表决权的）股份的任何（直接或间接的）利益的事件。

“**保密信息**”应具有**通用条款**第 7.17 项规定的含义。

“**同意**”是指任何人的、与任何人的、给予任何人的任何同意、批准、授权、豁免、许可、允许、商业特许经营、政府特许经营、协议、执照、证明、免除、命令、登记、公告、备案、报告或通知（为此目的所提及的任何人是指任何自然人、商行、合伙、协会、企业、公司、有限责任公司、信托、股份有限公司、商业信托、**主管机关**或其他组织或实体）。

“**合同**”是指关于**卖方向买方提供货物**的任何合同安排（口头、书面、或者其他形式）。

are deemed delivered to the Buyer and concur with the transfer of risk and/or title from the Seller to the Buyer, unless otherwise agreed between the Parties in the Contract.

"Effective Date" shall mean the date the Contract shall take effect from.

"ETA" or **"Estimated Time of Arrival"** shall mean estimated time of arrival.

"EU" shall mean the European Union and includes, where the context requires and/or when reference is made, to EU Regulations, the European Parliament, the Council of the European Union, the European Commission or other relevant regulatory body of the European Union.

"Force Majeure Event" shall have the meaning set forth in Clause 46.8 of the GTC.

"Goods" shall mean the goods to be delivered by the Seller to the Buyer as specified in the Contract.

"Governmental Approval" shall mean any Consent of or from an Authorized Authority, including without limitation any certificates, licenses or permits issued by an Authorized Authority.

"GTC" shall mean the standard terms and conditions of purchase set out in this document.

"Incoterms" shall mean the international commercial terms, the official publication by the International Chamber of Commerce No. 715, 2010.

"Inspector" shall mean an independent inspector appointed pursuant to the GTC to perform quality and quantity inspection of the **Goods**.

"Inspector's Report" shall mean any report, conclusion, opinion, certificate or other written document (or combination thereof) issued by the Inspector and reflecting results of the **Goods'** quantity and quality inspection as described in greater detail in Clause 45.24.4.3 of the GTC.

"Laundering the proceeds of the Corrupt practices" shall mean the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

"Law" shall mean all applicable (i) provisions of all constitutions, treaties, statutes, laws, customs, codes, rules, regulations, ordinances or orders of any Applicable Authority, (ii) Governmental Approvals including without limitation any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, permit, registration, declaration, filing, report or notice of or from an Applicable Authority and (iii) orders, decisions, injunctions, judgments, awards and decrees of any Applicable Authority.

"Letter of Credit" or **"Stand-by Letter of Credit"** shall have the meanings set forth in the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP).

"Longstop Date" shall mean the date set forth in the introductory paragraph of the Contract/Amendment.

"交付日"是指货物被视为交付给买方的时刻，同时风险和/或所有权一并转移，除非合同中协议双方另有约定。

"生效日期"应具有合同引言部分规定的含义。

"预计到达时间"是指预计的到达时间。

"欧盟"指欧洲联盟，在必要时和/或引用时，包括欧盟法规、欧洲议会、欧盟理事会、欧盟委员会或欧盟的其他相关监管机构。

"不可抗力事件"应具有通用条款第 6.8 条规定的含义。

"货物"是指卖方按照合同的约定交付给买方的货物。

"政府批准"是指任何主管机关的同意，包括但不限于主管机关签发的任何证书、执照或许可证。

"通用条款"是指本文件所规定的购买的标准条款和条件。

"国际贸易术语解释通则"是指国际商务术语，国际商会 2010 年第 715 号官方出版物。

"检查人"是指根据通用条款任命的、对货物的质量和数量进行检查的独立检查人。

"检查报告"是指由检查人出具的、反映货物数量和质量检查结果（详见通用条款第 4.4.3 条）的任何报告、结论、意见、证明或其他书面文件（或前述文件的组合）。

"洗白腐败行为收益"是指在了解相关财产为犯罪所得的情况下，隐瞒或掩饰财产的非非法源头、来源、位置、处置、流动或所有权的行为。

"法律"是指所有适用的（1）任何主管机关的宪法、条约、法令、法律、习惯法、法典、规则、法规、条例或命令的条款；（2）政府批准，包括但不限于主管机关出具的任何同意、批准、授权、豁免、许可证、授予、商业特许经营、政府特许经营、协议、执照、证明、免除、命令、登记、公告、备案、报告或通知；及（3）任何主管机关的命令、决定、禁止令、判决、裁决及法令。

"信用证"或**"备用信用证"**应具有《跟单信用证统一惯例（2007 年修订）》（UCP，国际商会第 600 号出版物）中规定的含义。

"最后签署日"是指合同/修正案文头规定的日期。

“Manufacturer” shall mean the plant by which the Goods are produced.

“MT” shall mean metric tonne (i.e. 1,000 kilograms).

“Nomination” shall mean the nomination of the Vessel which is to be loaded with the Goods, as would be described in greater detail in the Contract (when applicable).

“NOR” shall mean the notice of readiness tendered by the Vessel upon arrival of the Vessel at the Place of Destination (unloading port or customary anchorage or area or such other place as the Vessel may be ordered to await unload), if applicable.

“Packaging” shall mean all products made of any materials of any nature to be used for the containment, protection, handling, delivery and presentation of the Goods, including (but not limited to) paper, wooden, plastic and metal boxes, bags, pallets, and not fall within the definition of Transport as specified herein.

“Party” and **“Parties”** shall mean parties to the Contract referred to individually and collectively.

“PDPR” means per day pro rata.

“Place of Destination” shall mean the place the Goods are to be delivered to as specified in the Contract.

“Place of Shipment” shall mean the place where the Goods are to be loaded (dispatched), which shall be without limitations (i) the Manufacturer or warehouse or storehouse, (ii) the load port or terminal, or (iii) any other place, whichever is applicable and as may be specified in the Contract.

“Planned Contract Quantity” shall mean the quantity of the Goods set forth in the Contract agreed by the Parties to be delivered under the Contract during the terms of the Contract.

“Planned Monthly Quantity” shall mean the quantity of the Goods set forth in the Contract agreed by the Parties to be delivered under the Contract in a month.

“Price” shall mean the price per metric ton of the Goods at which the Seller sells the Goods to the Buyer as stipulated in the Contract.

“Public Official” shall mean: any officer or employee, appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government; any individual who, although temporarily or without payment, holds a public position, function or employment; any officer or employee of a public international organization such as the United Nations or the World Bank; any individual acting in an official capacity for or on behalf of a government agency, department or ministry, or public international organization; a political party, political party official, or any candidate for political office; any officer or employee of a state-owned or state-controlled entity, as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power); any member of the judiciary; or any member of a royal family. Family members of any of the

“制造方”是指制造货物的工厂。

“MT”是指公吨（即 1,000 千克）。

“提名”是指提名装载货物的船舶，详见合同规定（如适用）。

“就绪通知书”是指船舶在抵达目的地（卸货港、习惯锚地或区域、或船舶可能被指定等待卸货的其他地区）后提供的准备就绪通知书（如适用）。

“包装”是指由任何性质的任何材料制成的用于货物的贮存、保护、处理、运送和展示的所有产品，包括但不限于纸质、木质、塑料和金属材质的箱、包、盘，且不包含在通用条款所定义的运输工具中。

“协议一方”和**“协议双方”**指合同项下双方，单独称**“协议一方”**，合称**“协议双方”**。

“PDPR”是指每日按比例计算。

“目的地”是指合同约定的货物送达地点。

“装运地”是指装载（派送）货物的地点，包括但不限于（1）制造方或仓库或库房；（2）装载港或码头；及（3）其他适用的、可能在合同中约定的任何地点。

“计划合同数量”是指协议双方协商一致在合同中约定的在合同期限内交付的货物数量。

“计划月数量”是指协议双方协商一致在合同中约定的在一个月內交付的货物数量。

“价格”是指合同所约定的、卖方向买方出售的每公吨货物的价格。

“公职人员”是指：任何地方、州、地区、联邦或多种族政府或政府的任何部门、机构或部委任命或选举的管理人员或员工；担任公共职位或职能、存在公共雇佣关系的个人，包括暂时或不领报酬的任何个人；联合国或世界银行等公共国际组织的管理人员或员工；为或者代表政府机构、部门或部委或国际公共组织行使公共职权的个人；政党、政党官员或任何政治职位候选人；任何国有或国有控股实体及履行政府职能的实体（如空港、海港、公用事业、能源、水、电等）的管理人员或员工。司法机关的任何成员；或者皇室的任何成员。上述任何个人的家庭成员也可被认定为公职人员，如果有意与上述公职人员的家庭成员来往给予公职人员有价事务或者产生给予公职人员有价值事务的影响。

individuals listed above may also qualify as Public Officials if interactions with them are intended or have the effect of conferring anything of value on a Public Official.

“**PRC**” shall mean the Mainland of People's Republic of China, excluding Taiwan and the Special Administrative Regions of Hong Kong and Macau.

“**Quarter**” shall mean the period of the three consecutive months commencing on 1st January (“Q I”), or 1st April (“Q II”), or 1st July (“Q III”), or 1st October (“Q IV”).

“**RMB**” or “**Yuan**” or “**CNY**” or “**Renminbi**” shall mean the lawful official currency of the PRC.

“**Sanctions**” shall mean restrictive and discriminatory measures in trade and economic fields adopted by the Applicable Authorities in respect of other countries, groups of countries, individuals or legal entities with intent to force them to change their policies or specific actions. Sanctions can be expressed in full or partial embargo on imports/exports, the prohibition of entry and visa restrictions, blocking and freezing of assets, prohibition of financial transactions with the countries and entities specified above, including cross-border payments and investments.

“**Seller**” shall mean SIBUR International Trading (Shanghai) Co Ltd that sells the Goods under the Contract.

“**Specification**” shall mean the specification describing the quality of the Goods agreed by the Parties set forth in the Contract.

“**Transport**” shall mean containers used for the Goods delivery, transportation, storage, including tank cars, containers and cisterns, etc.

“**Transport Return Date**” shall mean the period within which the Buyer shall return the Transport (when applicable) and at the address specified in the Contract.

“**Tax**” or “**Taxes**” shall mean all (i) taxes, fees, duties, tariffs, levies, imposts, or other public charges of any kind, including, without limitation, taxes, required contributions or other charges on or with respect to income, franchise, gross receipts, property, sales, use, profits, capital stock, payroll, employment, social security, health insurance fund, pension fund and other social funds, workers compensation and unemployment or related compensation, (ii) taxes or charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, (iii) license registration or documentation fees, (iv) customs duties, tariffs and similar charges of any kind whatsoever and (v) any interest, penalties, additions to tax or additional amounts imposed by any taxing authority with respect to those items enumerated in clauses (i), (ii), (iii) and (iv) of this definition.

“**Third Party**” shall mean any person or entity other than a Party of the Contract.

“**Total Goods Value**” shall mean the amount, calculated by multiplying the Actual Contract Quantity by the Price.

“**Transport Document**” shall mean a document issued by a Carrier to a shipper, acknowledging that specified the

“**中国**”是指中华人民共和国大陆，不包括台湾以及香港和澳门特别行政区。

“**季度**”是指连续三个月的期间，自 1 月 1 日（“**第一季度**”）、4 月 1 日（“**第二季度**”）、7 月 1 日（“**第三季度**”）、10 月 1 日（“**第四季度**”）开始。

“**元**”或“**人民币**”是指中华人民共和国的法定货币。

“**制裁**”是指**主管机关**为了强制改变某些政策或者具体行动，在贸易和经济领域对其他国家、国家联盟、个人或者法律实体采取的限制或者差别对待的措施。**制裁**的形式包括对进口/出口的部分或者全部货物进行制裁、禁止入境和限制签证、限制或者冻结资产、禁止与上述国家和实体进行金融交易，包括跨境支付和投资。

“**卖方**”是指合同项下出售货物的一方，**西布尔国际贸易（上海）有限公司**。

“**规格**”是指在合同中约定的、经协议双方同意的对货物质量的描述。

“**运输工具**”是用于**货物**交付、运输和储存等的集装箱、罐车、水箱及其他运输工具。

“**运输工具返还日**”是指**运输工具**返还的期间（如适用），买方在前述期间内应当将**运输工具**返还至合同约定的地址。

“**税费**”是指所有（1）税收、费用、关税、税赋、进口税或其他任何类型的公共规费，包括但不限于与收益、特许经营、收入总额、财产、销售、使用、利润、股本、工资、雇佣、社会保险、健康保险基金、养老基金和其他社会基金、员工补偿、失业及其相关救济有关的税收、所需缴纳的费用或其规费；（2）性质上是消费税、预提税、从价税、印花税、交易税、增值税或利得税的税收和费用；（3）许可登记或文件费用；（4）关税和其他任何种类的类似税费；及（5）任何税务机关征收、与列举在上述（1）、（2）、（3）、（4）中相关的利息、罚款、附加税收或额外款项。

“**第三方**”是指除合同的**协议一方**以外的任何个人或实体。

“**总价**”是指**价格**乘以**实际合同数量**而计算出的金额。

“**运输单据**”是指**承运人**向**托运人**出具的确认**货物**已装载并将运至指定**目的地**的文件（详见**通用条款**第

Goods have been received on board as cargo for conveyance to a named Place of Destination as described in greater detail in Clause 2.2.2 of the GTC.

“USD” or “US Dollar” or “Dollar” or “US\$” or “\$” shall mean United States Dollars, the lawful official currency of the United States of America.

“Verification Act” shall mean verification act executed between the Buyer and the Seller and confirming the quantity of and amount paid for delivered the Goods for a particular period and as described in greater detail in Clause 4.1.10 hereof.

“Vessel” shall mean the ship contracted by the Buyer or the Seller, as the case may be, for the delivery of the Goods (if applicable).

PARAGRAPH II GENERAL CONDITIONS

2.1 Application of GTC

2.1.1 The GTC shall govern and be incorporated into every Contract made between the Seller and the Buyer, including in circumstances where a Contract is made in any form without reference to any conditions of sale or purchase.

2.1.2 Execution of the Contract by the Buyer shall (without affecting any other manner in which acceptance of the GTC may otherwise be evidenced) be deemed to constitute unqualified acceptance of the GTC.

2.1.3 If there is any conflict between the terms of the Contract and the GTC, the Contract shall prevail.

2.1.4 The GTC shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in the Buyer's acceptance of the Contract, or in any other documentation submitted by the Buyer, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by agreement between an authorized representative of the Parties.

2.2 Delivery

2.2.1 General Delivery Terms

a) The delivery shall be in accordance with relevant Incoterms 2010 subject to the provisions of the Contract and GTC.

b) If the means of transport is not specified in the Contract, the Seller may choose a means of transport suitable for delivery of the Goods at the Place of Destination at its own discretion; in such event the Buyer hereby unconditionally accepts the means of transport chosen by the Seller and waives any claims in this regard.

c) The Seller shall use its reasonable endeavours to deliver the Goods on the date or between the dates (as the case may be) as specified in the Contract, but the time of delivery shall not be of the essence. Both Parties shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under applicable law or under the circumstances in order to fulfil

2.2.1a.2.2.2 条)。

“美元”或“US\$”或“\$”是指美元，美利坚合众国的法定官方货币。

“确认函”是指买方与卖方签订的、用以确认在特定期间内已交付货物数量与价格的确认文件（详见通用条款第 4.54.1.10 条）。

“船舶”是指买方或卖方（视具体情形而定）签约的用于运送货物的船舶（如适用）。

第二条 通用条件

2.1 通用条款适用

2.1.1 买卖双方签署的通用条款适用于每一个合同，构成每一个合同的组成部分，包括任何情形下签署但未并入任何销售或者采购条款的合同。

2.1.2 买方签署合同的行为应被视为构成无条件接受通用条款（不影响任何其他可证明接受通用条款的形式）。

2.1.3 若合同条款与通用条款有任何不一致，应以合同为准。

2.1.4 除非双方的任何授权代表以书面形式排除通用条款的适用或对通用条款做出修改，通用条款应优先适用并取代下述条款和条件：在买方的合同接受函中含有或提及的任何条款或条件；买方提交的任何其他文件、任何通信往来或其他任何文件中含有的任何条款或条件；或交易习惯、惯例或交易过程所暗示的任何条款或条件。

2.2 交付

2.2.1 一般交付条款

a) 受限于合同和通用条款的规定，交付应依照 2010 国际贸易术语解释通则进行。

b) 若合同未对运输方式进行规定，卖方有权自行选择在目的地进行货物交付的适当运输方式；在这种情形下，买方在此无条件接受卖方选择的运输方式并放弃对运输方式提出任何异议。

c) 卖方应尽合理努力在合同约定的日期或时间段（视具体情形而定）交付货物，但交付的时刻并非实质要素。双方均应根据适用法律或根据情况履行任何和所有事项，并签署和交付任何和所有必要和适当的单据，以便实现合同目的和宗旨并执行其规定。买方应补偿、保护并使卖方不受因在目的地

the intents and purposes of the Contract and to carry out its provisions. The Buyer shall indemnify, defend, and hold harmless the Seller against any liability, loss, damage, delay or expenses that the Seller may incur directly or indirectly due to application of any Sanctions effective at the Place of Destination or place of registration of end user of the Goods.

2.2.2 Transport Documents

- a) Transportation documents shall be:
- Bill of Lading (or “B/L” or “BL” or “BOL”) – for delivery by sea;
 - Railway bill (or “RWB” or “Rail way bill” or “CIM and/or SMGS consignment note”) – for delivery by railroad;
 - CMR (or consignment note) – for delivery by road.
- b) Delivery of the Goods shall be immediately followed and witnessed by presentation by the Seller to the Buyer or Carrier, or the Buyer’s representative of a valid transportation document. Such documents shall be signed and marked by the Seller and Carrier of the Goods or by authorized employee / representative of railway Carrier at the place of loading or by Master of the Vessel (as that term is commonly understood) respectively and shall be a non-disputed proof of delivery by the Seller.
- c) The Buyer warrants that the Place of Destination is (i) reachable by the agreed means of transport and (ii) suitable and equipped, if necessary, for unloading of the Goods.

2.2.3 Shipping information

- a) If the Goods’ transportation is arranged by the Seller, the Buyer shall submit to the Seller shipping information required for the Goods delivery via facsimile, or by other means agreed upon by the Parties, at least 5 (five) Business Days before the first day of laytime of each shipment.
- b) The shipping information shall include:
- all instructions regarding customary documentation which may be required at the Place of Destination;
 - the identity of the terminal(s) at the Place of Destination, with instructions to enable the Carrier to prepare and submit necessary information to the customs or border authorities; and
 - any other documents requested by the Seller.
- c) Should the Buyer fail to timely submit shipping information, the Seller may, at their sole discretion, choose to extend the time for delivery of the Goods which, if so extended, will not constitute a waiver of the Buyer’s breach of the Contract. The Seller shall send the shipping details to the Buyer via facsimile or by other means agreed upon by the Parties within 5 (five) Business Days after shipment of the Goods. The shipping details shall include: transport details/Vessel name, the Goods quantity and ETA at the Place of Shipment or the Place of Destination (whichever is

或货物最终用户注册地实施的任何有效的制裁而直接或间接地遭受任何责任、损失、损害、延误或承担费用。

2.2.2 运输单据

- a) **运输单据**是指:
- 提单（或“B/L”或“BL”或“BOL”）- 通过海运交付;
 - 铁路运单（或“RWB”或“铁路单据”或“《国际铁路货物运输公约》CIM 和/或者 SMGS 托运单”）- 通过铁路运输交付;
 - 《国际公路货物运输公约》运单（或托运单）- 通过公路运输交付。
- b) **卖方**在货物交付后应立即向**买方或承运人**或**买方代表**出示有效运输单据为证。此类单据应由**货物的卖方**以及**货物承运人**、或在装载地的**铁路承运人**授权的雇员/代表、或**船舶的船长**分别签署并标记，应作为**卖方**无可争议的交付证明。
- c) **买方**保证**目的地**（1）通过约定的运输方式可以到达；（2）适合卸载**货物**且有卸载工具（如需）。

2.2.3 运输信息

- a) 如果**货物**运输由**卖方**安排，则**买方**应当在每一次运输装卸期间首日前至少 5（五）个工作日通过传真或**协议双方**约定的其他方式向**卖方**提交交付**货物**所需的运输信息。
- b) 运输信息包括:
- 按照**目的地**惯例可能所需文件的所有指示;
 - **目的地**码头名称，指示**承运人**使其能够准备并向海关或边境机关提交必要信息；及
 - **卖方**要求提供的任何其他文件。
- c) 如果**买方**未能及时提交运输信息，则**卖方**有权自行选择延长**货物**交付时间。若**卖方**决定延长**货物**交付时间，前述延长不应被视为**卖方**放弃追究**买方**的违约责任。**卖方**应在**货物**运输后 5（五）个工作日内通过传真或**协议双方**约定的其他方式向**买方**发送运输详情。运输详情应当包括：运输说明/**船舶**名称、**货物**数量和**装运地**或**目的地**的**预计到达时间**（以具体适用为准）。

applicable).

d) Date of shipment shall be the date stamped on the Shipping Document at the departure point.

e) Any delays in loading the Goods at the Place of Shipment (including circumstances where the Seller is entitled to delay shipment) or in unloading the Goods at the Place of Destination caused by the Buyer's failure to provide any necessary information, or as a result of omissions or inaccuracies in the information provided, will be for the Buyer's account. The Buyer shall indemnify the Seller for all costs, losses and damages, including, but not limited to, demurrage and/or detention incurred by the Seller as a result thereof.

2.2.4 The Seller's right to refuse

The Seller is entitled to refuse at any time to undertake or complete the delivery if:

a) the delivery under an intended or customary route to the Place of Destination becomes unable whatsoever reason beyond the Seller's control;

b) the cost of the delivery to the Place of Destination (including Taxes) and/or insurance, if applicable, has been significantly increased (more than by 20 (twenty)% within 1 (one) month), which could not be expected by the Seller acting reasonably; and/or

c) at any time after the Good's loading but before the commencement of the Goods unloading:

i. importation of the Goods at the Place of Destination is prohibited under the laws of the country in which such the Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

ii. the region at which the Place of Destination becomes affected by the Sanctions.

Should the Seller agree to undertake or complete the delivery under an alternative route or at an alternative Place of Destination nominated by the Buyer, which is not subject to any such prohibition and is acceptable to the Seller (which acceptance shall not be unreasonably withheld), or under changed circumstances as the case may be, the Buyer shall reimburse the Seller for any additional costs and/or expenses incurred by the Seller on an indemnity basis.

2.2.5 Transfer of risk and title

The risk and title to the Goods shall transfer from the Seller to the Buyer at the Delivery Date, unless otherwise provided in the Contract or the GTC. The Parties agree that the transfer of risk, and title to, the Goods is not conditional upon delivery of the Transport Document or any other documentation. Nothing shall limit the operation or effect of this sub-clause 2.2.5.

2.2.6 Laytime

The time allowed to the Buyer for the loading or unloading of the quantity of the Goods deliverable under the Contract shall be as set out in the Contract. If the amount of laytime permitted is not set out in the Contract, laytime shall be 24

d) 运输日期是指在出发点运输文件中载明的日期。

e) 由于买方未能提供必须的信息、或提供的信息有遗漏或错误而导致在装运地装载货物（包括卖方有权迟延运输的情形）或在目的地卸载货物有任何迟延，买方应承担赔偿责任。买方应当赔偿卖方由此产生的所有费用、损失和损害，包括但不限于卖方由此产生的滞期费和/或延滞费。

2.2.4 卖方有权拒绝的情况

以下情形发生时，卖方有权在任何时候拒绝交付或拒绝完成交付：

a) 因任何卖方无法控制的原因导致无法通过指定的或习惯的途径至目的地交付；

b) 交付至目的地的费用（含税费）和/或保险（如适用）显著增加（在 1（一）个月内大于 20%（百分之二十）），卖方无法合理预见费用的增加；和/或

c) 在货物装载之后、卸载之前的任何时间：

i. 根据货物生产国的法律，或根据该国政府或任何相关机构制定的法规、条例、指令、指南，禁止在目的地进口货物；和/或

ii. 目的地地区受制裁影响。

若卖方同意通过买方指定的一个替代路径或替代目的地交付或完成交付，前述替代路径或替代目的地应不受限于任何禁止，且对卖方而言是可以接受的（该接受不得不合理地保留）或变更的情势要求如此，买方应当补偿由此引起的卖方的任何额外费用和/或支出。

2.2.5 风险和所有权的转移

货物的风险和所有权应当在交付日由卖方转移至买方，除非合同或通用条款中另有规定。协议双方同意货物的风险和所有权的转移不以运输单据或任何其他文件的交付为前提条件。本第 2.2.5 条不受任何限制或者影响。

2.2.6 装卸期间

买方装载或卸载合同项下可交付货物所允许使用的应当在合同中规定。如果允许使用的装卸时间未在合同中予以规定，除非协议双方共同以书面形

(twenty four) hours for the delivery by sea and railroad and 6 (six) hours for the delivery by road respectively or such a lesser period as may be specified in the relevant charterparty, unless otherwise expressly mutually agreed by the Parties in writing. Sundays and Holidays shall be included (while the resulting overtime / additional costs shall be borne by the Buyer) unless loading on the Sunday or Holiday in question is prohibited by Law or regulation or custom at the unloading terminal. Laytime shall commence: (i) 6 (six) hours after NOR has been tendered (berth or no berth) for each voyage; or when the Vessel is all fast at the berth; whichever is the earlier or (ii) 2 (two) hours after the relevant train or truck has arrived at the Place of Destination. For the delivery by railway, the train will be deemed to have arrived according to the schedule (the exact arrival time, when required, can be evidenced from the records of the relevant train station). the truck will be deemed to have arrived as of the moment a relevant notice is furnished by the Carrier at the Place of Destination. The Buyer may not refuse to certify the receipt of the notice and if it does so, the Carrier must immediately notify the Seller thereof and the time of arrival shall be according to the Carrier's records. The Carrier may, but not obliged to, to engage a third party to certify the carriage's arrival. The Buyer shall pay in full any Carrier's and Seller's expenses and costs related to the Buyer's refusal to certify the notification. For the purpose of calculating laytime, loading and unloading of the Goods shall be deemed to have been completed upon disconnection of the discharging hoses or the loading or unloading of the last portion of the firm cargo.

2.2.7 Demurrage

- a) Without prejudice to the Contract, these demurrage terms apply to all supplies of the Goods.
- b) If the Goods are not loaded or unloaded (whichever is applicable) by the Party which shall load/unload the Goods (whichever is applicable) within the time allowed in accordance with the laytime provisions of the Contract, such Party shall pay to the other Party demurrage in respect of the excess time at the rate set out in the Contract. Unless otherwise is provided in the Contract or the GTC, a Force Majeure Event shall not interrupt the running of laytime or vary or excuse the obligation to pay demurrage. The Party which shall load/unload the Goods shall indemnify the other Party for all costs for demurrage or detention of RTC (Rail Tank Car) / railway wagon(s) or detention of auto truck(s). In order to be indemnified, such demurrage and/or detention must result from delay in loading or unloading of the Goods by the Party which shall load/unload the Good or its action.
- c) Where no demurrage rate has been provided in the Contract, the demurrage rate shall be as set out in the relevant agreement with the Carrier or, if the agreement does not specify a demurrage rate, as per the market rate for the relevant/applicable means and size of transport on the date of the completion of loading/unloading as shall be

式另行明确约定，装卸期间应当分别为：海运、铁路运输为 24（二十四）小时/ 公路运输为 6（六）小时，或有关运输协议中可能规定的更短期间。周日及节假日应当包含在装卸期间内，除非装卸码头所在地的法律、法规或习惯禁止在周日或节假日进行卸载作业（导致的超时/或额外费用由买方承担）。装卸期间应自下述时间开始计算：（1）每一航程的**就绪通知书**发出后（无论是否停泊）6（六）小时或船舶所有缆绳全部系妥时，二者以时间早者为准；或（2）有关列车或货运汽车到达目的地之后 2（二）小时。若火车交付，列车将以日程表列明的时间视为到达时间（若要求实际到达时间，则可以由相关车站的记录予以证明）、货运汽车将以**承运人**在目的地提交相关通知的时间作为到达时间。**买方**不得拒绝证实收到通知；若**买方**拒绝证实收到通知，则**承运人**必须立即通知**卖方**货已运抵，到达时间将依据**承运人**的记录确定。**承运人**可以但无义务聘用第三方来确认货运汽车的到达。**买方**应当全额支付**承运人**及**卖方**因其拒绝确认收悉通知而产生的任何支出和费用。为计算装卸期间之目的，当卸货软管拆卸后、或装载/卸载完最后一部分被固定的货物，则视为**货物**装载与卸载的完成。

2.2.7 滞期费

- a) 在不影响合同的前提下，本滞期费条款适用于所有**货物**的供应。
- b) 如果负有**货物**装载或卸载义务（以具体适用为准）的**协议一方**，未能依照合同的装卸期间条款在允许的的时间内装载或卸载**货物**（以具体适用为准），则该**协议一方**应依据合同规定的超时费率向另一**协议一方**支付滞期费。除非**合同**或**通用条款**另有规定，**不可抗力事件**不得导致装卸期间的中断，也不得变更或豁免滞期费的支付义务。负有义务装载/卸载**货物**的**协议一方**应当赔偿另一**协议一方**所有滞期的费用，或铁路罐车、铁路车皮或货运汽车的迟滞费。为赔偿之目的，该等滞期费和/或迟滞费必须由负有义务装载/卸载**货物**的**协议一方**迟延装载或卸载**货物**所导致。
- c) 如果**合同**中没有规定滞期费率，则滞期费率应在与**承运人**订立的相关协议中予以规定；如果滞期费率未能在前述协议中予以规定，则滞期费率应由**协议双方**一致同意的独立经纪人依照装载/卸载**货物**完成之日的市场费率（相应的/适用的运输方式和规格的市场费率）予以评估确定。如果**协议双方**未能就独立经纪人的人选达成一致意见，则**协议双方**将

assessed by a mutually agreed independent broker. In the event that the Parties do not agree on a mutually acceptable broker, then each Party will appoint an independent broker and the two so appointed will appoint a third. The assessment that is the furthest away from the median will be discounted and the applicable demurrage rate will be the average of the two remaining assessments.

d) The Party receives a demurrage claim (by way of invoice) shall have 45 Business Days during which to consider and/or dispute the claim (Claim Period). If the claim is not disputed by the relevant Party during that time period, the claim shall be deemed accepted and shall be paid by the relevant Party to the other Party no later than 5 (five) Business Days after the end of the Claim Period.

2.2.8 Transport and Packaging

a) Late Transport return. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails to return Transport by the Transport Return Date, the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such late Transport return.

b) Expense and risk of Transport return. The Transport, unless otherwise provided in the Contract, shall be returned at the Buyer's expense and risk at the address specified by the Seller.

c) Defective Transport. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) returns the Transport defective, unrepaired, or and/or affected, and/or unclean, and/or not fully unloaded, and/or in other state unfit for purposes, which the Transport is usually used for (the "Defective Transport"), the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such Defective Transport.

d) Packaging. Unless otherwise specified in the Contract or the GTC, the Packaging shall be appropriate and acceptable in line with standard industry and commercial practice, taking into account the type of the Goods, transportation, and storage used (if applicable). The Packaging could be returnable and non-returnable as provided in the Contract.

e) If the Contract is silent, the Packaging must be returned to the Seller within 90 Business Days of the delivery date.

The Seller shall not be liable for not fulfilling or partially fulfilling its obligations under the Contract if the Russian Railways or any other Carrier refuses to accept the Goods for the transportation.

PARAGRAPH III SPECIAL CONDITIONS TRANSPORT

3.1 Special Conditions of Delivery by Sea

3.1.1 Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery or arrival of the Vessel at Place of Destination,

各自任命一位独立经纪人，前述两位被任命的独立经纪人将任命第三位独立经纪人。三位独立经纪人评估出得市场费率，除去偏离中间值最多的评估值，剩下两项评估值的平均数即为应适用的滞期费。

d) 有关协议一方应当在收到滞期费的请求之后 45（四十五）日内对该请求予以考虑，并/或决定是否对索赔有争议（索赔期）。如果有关协议一方未在索赔期内未给予任何回复，则应视为该请求已被接受，且应由有关协议一方在索赔期结束后 5（五）日内支付。

2.2.8 运输工具和包装

a) 运输工具迟延返还。如果买方（或买方授权的代表，或买方的承运人等）未能在运输工具返还日前返还运输工具，则买方应当赔偿卖方由于运输工具迟延返还导致的以及与迟延返还运输工具相关的所有和任何费用和支出。

b) 运输工具返还费用和 risk。除非合同中另有规定，运输工具应当在卖方指定的地址返还并由买方承担返还费用及 risk。

c) 缺陷运输工具。如果买方（或买方授权的代表，或买方的承运人等）返还的运输工具存在缺陷、未修复、和/或受到影响、和/或未进行清洁，和/或未完全卸载、和/或不符合运输工具通常使用目的的其他状态（“缺陷运输工具”），则买方应当赔偿卖方由该缺陷运输工具导致的以及与该缺陷运输工具相关的所有费用和支出。

d) 包装。除非合同和通用条款另有规定，包装应当根据符合工业要求并良好的商业惯例，并考虑货物的种类、运输和使用的储存方法。根据合同的规定，包装可以是可返还的或不可返还的。

e) 如果合同没有规定，包装必须在交付日后的 90 个营业日内返还给卖方。

如果因俄罗斯铁路或者其他承运人拒绝接受货物，卖方不对不履行或者部分履行合同项下运输义务承担责任。

第三条 特别条件运输

3.1 海运交付的特别条件

3.1.1 交付可以在卖方向买方明示或暗示的期间内任何一天履行（前述期间在约定的交付期间或船舶到达

delivery may be performed on any of the dates provided.

3.1.2 On the next day after dispatch of the Goods the Seller shall provide the Buyer with all information necessary for unloading of the Goods:

- a) The Contract reference number.
- b) The name of arriving Vessel, from which the Goods must be unloaded.
- c) Description of the Goods and their Bill of Lading quantity.
- d) Estimated Time of Arrival and date of Bill of Lading.
- e) Number of copies of Bill of Lading.
- f) Details of any other cargo on board of the Vessel, if it can have any influence on unloading of the Goods process.

3.1.3 Where the Buyer shall charter the Vessel, the Buyer shall ensure the Vessel's fitness and cleanliness satisfactory for delivery of the Goods in time and without affecting their quality. The cleanliness shall be evidenced by an appropriate certificate issued by Saybolt, SGS or other reliable body; however, it does not preclude the Seller to conduct an inspection of the Vessel and suspend the Goods' loading if there are reasonable doubts in the Vessel's condition. In this case the Parties shall promptly initiate an independent inspection, splitting relevant costs evenly. If the Vessel is found unsatisfactory, the Buyer may either: (i) clean the Vessel or (ii) substitute the Vessel with a satisfactory one or (iii) request to proceed with loading taking all risks related to adverse affect on the Goods. Option (iii) is allowed only upon the Seller's consent. Any related costs and expenses shall be born/compensated (paid in full) by the Buyer to the Seller, including, without limitations, the Seller's costs and expenses related to delay in the delivery of the Goods.

3.1.4 The Buyer warrants that:

- a) the unloading port and unloading terminal, indicated as the Place of Destination, shall comply and shall remain fully compliant with the requirements of the International Ship and Port Facility Security (ISPS) Code;
- b) the Buyer shall provide a safe port and safe berth for the Vessel and the Vessel shall when fully and/or not fully laden be able to safely reach, lie at, unload the Goods at and depart from the unloading terminal, always safely afloat, free from air draft and other physical restrictions and without causing damage to the unloading terminal, rivers, canals, shores, berths, docks, jetties, surroundings, environment and people.

3.1.5 The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to the Vessel, the berth, terminal, rivers, canals, shores, berths, docks, jetties, surroundings, environment and people, additional freight costs or any deviation costs or any demurrage or detention, or expenses arising out of and in relation to any failure of the Buyer to comply with Clause 3.1.4. Any costs or expenses arising out of or related to security regulations or measures required at the Place of Destination by the

目的地的期间之内)。

3.1.2 卖方应当在发送货物的次日向买方提供货物卸载的所有必要信息:

- a) 合同编号;
- b) 到达船舶 (货物将从前述船舶上卸载) 的名称, ;
- c) 货物的描述及提单记载的数量;
- d) 预计到达时间及提单日期;
- e) 提单副本的数量;
- f) 船舶装载的其他货品的详情 (若该等其他货品可能对货物的卸载程序造成任何影响)。

3.1.3 如果买方负责租赁船舶, 买方应确保船舶的适航性和清洁度, 以满足货物及时交付的要求且不影响货物的质量。清洁度应当由 Saybolt、SGS 或其他可靠机构出具的适当证书证明; 但是该等证明不得排除卖方在合理怀疑船舶状况时对船舶进行检查和中止货物装载的权利。在前述情况下, 协议双方应当迅速启动独立检查, 平均分摊相关费用。如果发现船舶不满足相关要求, 买方可以: (1) 清洁船舶; 或 (2) 更换一满足条件的船舶; 或 (3) 请求继续进行装载并承担所有有关货物的不利风险。第 (3) 项必须由卖方同意方可适用。任何相关费用和支出应当由买方承担/补偿 (全额) 给卖方, 包括但不限于卖方因迟延交付货物而产生的费用和支出。

3.1.4 买方承诺:

- a) 当卸货港和卸货码头被指示为目的地时, 应当遵守并始终完全遵守国际船舶和港口设施保安规则的要求;
- b) 买方应为船舶提供安全港口和安全泊位。船舶在满载和/或未满载时能够安全地到达、停靠在卸货码头, 并能安全地在卸货码头卸载货物并起航, 始终安全漂浮、通风良好且没有其他物理无限制, 并且不会对卸货码头、河流、运河、海岸、泊位、船坞、堤、周边设备、环境及人员造成损害。

3.1.5 买方应当负责并赔偿卖方任何损失或损害, 包括但不限于对船舶、泊位、码头、河流、运河、海岸、船坞、堤、周边设备、环境及人员造成损害的任何责任, 以及额外运费或任何偏差费用或任何滞期费或迟滞费, 或由于买方未能遵守第 3.1.4 条而导致的或与其相关的任何费用或支出。因目的地要求的安全规定或措施 (该等安全规定和措施是目的地的卸货港、场所或主管机关根据国际船舶和港口设施保安规则 (如适用) 所要求的) 所导致的或与之相关的任何

unloading port or facility or any relevant authority in accordance with the ISPS Code, if applicable, including but not limited to, security guards, launch services, tug escorts, port security fees or Taxes and inspections; and any delays caused by any additional or special security measures, inspections or other action required at the Place of Destination by the unloading port or facility or any relevant authority as a result of the nominated Vessel's previous ports of call shall all be for the Buyer's account and such time shall count as laytime or time on demurrage.

3.1.6 Nomination

a) Unless otherwise provided in the Contract, bulk cargo deliveries will require nomination of the Vessel and deliveries of other categories of the Goods will not require Nomination.

b) If the nomination is required, a Party chartering the Vessel shall not later than 3 (three) Business Days prior to the first day of the laytime at loading port, nominate for the other Party's acceptance (and such acceptance not to be unreasonably withheld) the Vessel which is to be loaded with the Goods for each scheduled shipment (the "Nomination").

c) The Nomination shall include:

- (i) the Contract reference number;
- (ii) the name of the Vessel on which the Goods will be loaded;
- (iii) a description of the Goods and approximate quantity or the Bill of Lading quantity (if available);
- (iv) ETA of the Vessel;
- (v) the Vessel(s) loading laytime;
- (vi) details of any other cargo on board or to be loaded on board if loading a part of cargo;
- (vii) details of the last 3 (three) cargoes of the Vessel and such cargoes shall be of a nature, which are unlikely to have an adverse effect on the quality of the Goods;
- (viii) Details of the agent at the Place of Destination (if available).

d) The acceptance or reasonable rejection of the Vessel shall be advised by the consenting Party as soon as possible, however not later than 12 (twelve) hours upon receipt of such nomination.

e) Unless otherwise specified herein, the nominating Party may substitute any Vessel named in the Nomination not later than 5 (five) days prior to the first day of the ETA at the loading port. Such substitution shall always be subject to the requirements that a Vessel of a similar size be provided and that the quantity to be loaded shall not, without prior written consent of the other Party, differ by more than the acceptable deviation from the quantity of the Goods as provided in Clause 45.24.4.4 from the quantity specified in the Nomination. Where a Vessel is substituted, the nominating Party shall send to other Party a revised Nomination in the form set out above.

3.1.7 NOR

费用或支出应由**买方**承担并且相应的时间记入装卸期间或滞留期间，前述安全规定或措施包括但不限于安全保卫、气艇服务、拖船护送、港口安全费或**税费**和检查。由于提名**船舶**先前停靠港的原因而导致在**目的地**卸货港、场所或任何有关主管机关要求采取附加或特别安全措施、检查或其他行为而导致的任何延迟应由**买方**承担，并且相应的时间记入装载期间或滞留期间。

3.1.6 提名

a) 除非**合同**另有规定，散装货的交付要求**船舶**的提名，但其他种类的**货物**交付无需提名。

b) 如果需要**船舶提名**，则租赁**船舶**的协议一方应在装货港装卸期间首日的**3（三）**个工作日前提名将在每一预订运输中装载货物的**船舶** 请求另外协议一方接受（该接受不得不合理的保留）（“**提名**”）。

c) **提名**应当包括：

- (i) **合同**编号；
- (ii) 将装载**货物**的**船舶**的名称；
- (iii) **货物**描述和大约数量/提单数量（如有）；
- (iv) **船舶**的**预计到达时间**；
- (v) **船舶**装载期间；
- (vi) 在部分装载的情形下，提供任何其他装船货品或已装船货品的详情；
- (vii) **船舶**最近装载的**3（三）**批货品的详情，前述货品应在性质上不太可能会对**货物**质量造成不利影响；
- (viii) **目的地**代理的详情（如有）。

d) 收到**提名**的协议一方应尽快对**提名**表示接受或合理拒绝，该接受或合理拒绝不得迟于收到**提名**后的**12（十二）**小时。

e) 除非另有规定，负责提名的协议一方可以在装货港**预计到达时间**首日的五天之前替换任何**提名**的**船舶**。该替换应当始终受限于以下要求：所提供的**船舶**与**提名**的**船舶**尺寸类似；且未经其他协议一方事先书面同意，其装载数量与**提名**中记载的数量之差异不得大于第 4.4.4 条所规定的可接受的**货物**数量的偏差。如果替换有关**船舶**，则负责提名的协议一方应当按照以上规定的方式将修改后的**提名**发送给其他协议一方。

3.1.7 就绪通知书

Upon arrival of the Vessel at the Place of Destination (the loading/unloading port or customary anchorage or area or such other place as the Vessel may be ordered to await unloading/unload) or other closest possible point to the Place of Destination, the Vessel shall tender its notice of readiness (NOR). The Buyer is obliged to ensure his timely presence at Place of Destination at the date of delivery for unloading of the Goods. The Buyer's (or the Buyer's representative / agent's) absence at the Place of Destination shall not prejudice the fact that the Seller had successfully performed delivery of the Goods for the purpose of the Contract.

3.1.8 Charterparty Conditions

The Seller may arrange shipment under Bills of Lading which incorporate charterparty conditions normally in use for Vessels. Without prejudice to the generality of the foregoing, such conditions shall be deemed to include the provision that where, at any time after loading but before the commencement of unload:

a) Importation of the Goods at the unloading port is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

b) The country, state, territory or region at which the Place of Destination becomes an embargoed country, the shipment shall be unloaded at an alternative safe port nominated by the Buyer that is not subject to any such prohibition and that is acceptable to the Seller (which acceptance shall not be unreasonably withheld). In such circumstances, such alternative port of unloading shall be deemed to be the Place of Destination stipulated under the Contract for the shipment in question and all extra expenses (if any) involved in the Vessel's reaching such alternative Place of Destination shall be for the Buyer's account.

3.1.9 The Buyer's Right to Require

(1) Where the Buyer, by written instruction to the Seller, requests that the Vessel:

a) co-mingle different grades of the Goods belonging to the Buyer; and/or

b) otherwise breach the Vessel's natural segregation; and/or

c) dope the Goods by introducing additives after loading; and/or

d) add dye to the Goods after loading; and/or

e) perform on board blending of the Goods; and/or

f) carry additives/dye in drums on deck; and/or

g) carry out such other cargo operation as the Buyer may reasonably require and always providing that the Vessel is capable of performing such operations and that such operations are within the scope of the charterparty conditions or otherwise agreed by the Vessel's owners; and/or

(2) In the absence of the Buyer when unloading at the port of discharge or the absence of a bill of lading when

当船舶到达目的地（装/卸货港或习惯锚地或船舶可能被指定等待装/卸货的其他地区或地点）或其他可抵达的最靠近目的地的地方，船舶应递交其就绪通知书。买方有义务保证其于交付日按时到达目的地以卸载货物。

3.1.8 租船合同的条件

卖方可以根据船舶通常使用的租船合同来安排提单下的装运。在不影响前述一般性规定的条件下，租船合同应当视为包括下述条款：在货物装载之后、卸载之前的任何时间：

a) 根据货物生产国的法律，或根据该国政府或任何相关机构制定的法规、指令、指南，禁止在目的地进口货物；和/或

b) 目的地所在的国家、州、地域或地区成为被禁运地区，

则货物应当在买方提名的一个替代安全港口予以卸载。前述港口不受限于任何此类禁止并对卖方而言是可以接受的（接受不得不合理地保留）。在该等情形下，该替代卸载港口应当被视为在合同中规定的所装载货物的目的地，并且由于船舶到达该替代目的地产生的所有额外费用（如有）应由买方承担。

3.1.9 买方的要求权

(1) 当买方向卖方递交书面说明，要求船舶：

a) 混合属于买方的不同等级的货物；和/或

b) 打破船舶的自然隔离；和/或

c) 在装载后将涂料涂在货物上；和/或

d) 在装载后将货物染色；和/或

e) 在船上混合货物；和/或

f) 在甲板上桶装添加材料/染料；和/或

g) 进行买方可能合理要求的此类其他货品作业，前提是在船舶上可采取此种操作及该操作是在租船合同范围内的或经船舶所有人同意的；和/或

(2) 在卸货港卸货时买方未在场或者未出示提单；

unloading at the port of discharge;
then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by the Vessel's owners to comply with the Buyer's request.

3.1.10 The Seller's Right to Refuse

The Seller reserves the right to refuse at any time:

- a) to direct any Vessel to undertake or to complete the voyage to the Place of Destination if such Vessel is required in the performance of the Contract, in the Seller's opinion, to risk its safety or to risk ice damage, or to transit or to proceed or to remain in waters where there is war (whether declared or not), terrorism, piracy or threat thereof; or
- b) to direct the Vessel to undertake the voyage to the intended Place of Destination if such Vessel is required in the performance of the Contract to transit waters, which in the Seller's reasonable opinion, would involve abnormal delay; or
- c) to undertake any activity in furtherance of the voyage which in the opinion of the Vessel's master could place the Vessel, its cargo or crew at risk.

If the Seller agrees to direct the Vessel to undertake or to complete a voyage as referred to in this Clause, the Buyer undertakes to reimburse the Seller, in addition to the Total Goods Value payable under the Contract, for all costs incurred by the Seller in respect of any additional, freight, demurrage, insurance premium and any other sums that the Seller may be required to pay to the Vessel's owner including but not limited to any sums in respect of any amounts deductible under such owners' insurance and any other costs and/or expenses incurred by the Seller.

3.1.11 Ice Clause

- a) In case of ice at the Place of Destination or on the voyage to the Place of Destination which directly prevents or hinders safe navigation, the Vessel may only follow a path cut by ice breakers, provided that the master considers such navigation safe. Under no circumstances will the Vessel be obliged to force a path through the ice. If required, the Buyer shall, at its own expense, place icebreakers at the Vessel's disposal.
- b) The Buyer shall reimburse the Seller for:
 - i. Any additional insurance premium incurred;
 - ii. The cost of any ice damage incurred less any sum which is recovered under the applicable insurance policy or policies; and
 - iii. Any charter hire paid by the Seller for the period of repair necessitated by ice damage, including hire paid by the Seller for the Vessel's deviation to the repair yard.
- c) In the event that the Place of Destination is inaccessible due to ice, or in the event that the master deems the Vessel to be at risk of being unable to leave the Place of Destination due to ice, the Vessel will proceed to

则买方应补偿卖方并赔偿卖方由于遵守买方的要求而承担的任何责任、损失、损害、延迟或支出。买方给予卖方的赔偿范围应不小于船舶所有人因遵守买方的要求而索赔的范围。

3.1.10 卖方的拒绝权

在下述情形下:

- a) 当卖方认为船舶履行合同将面临安全风险或可能遭受冰灾, 或船舶将在发生战争(无论是否宣战)、恐怖主义、海盗或威胁的水域经过、行进或停留, 卖方随时有权拒绝指示任何船舶进行或完成至目的地的航程; 或
- b) 当卖方合理认为在合同履行中船舶需经过会出现反常延迟的水域, 卖方随时有权拒绝指示船舶行至指定目的地的航程; 或
- c) 如果船舶的船长认为继续航程可能将船舶、船载货品或其船员置于危险之中, 卖方随时有权拒绝继续航程。

如果卖方同意指示船舶进行或完成本条款规定的航程, 除合同项下的总价外, 买方承诺赔偿卖方因此产生的任何附加费用、运费、滞期费、保费和船舶所有人可能要求卖方支付的任何其他金额, 包括但不限于因此导致的该所有人保险项下金额减损及任何卖方产生的其他费用和/或支出。

3.1.11 冰冻条款

- a) 如果在目的地或前往目的地的航程中因冰冻原因直接阻止或阻碍船舶安全航行, 船舶只可以在破冰船破开的航道中前行, 前提是船长认为该航行是安全的。船舶在任何情况下都没有义务强行通过冰区。如果有相关航行要求, 买方应当自付费用, 安排破冰船为船舶清理航道。
- b) 买方应当补偿卖方:
 - i. 所产生的任何附加保费;
 - ii. 适用的保单所赔付金额与冰冻导致的损害费用的任何差额; 和
 - iii. 卖方在修理船舶冰冻损害的必要期间内支付的任何租金, 包括将船舶送去修船厂期间内支付的船舶租金。
- c) 如果目的地由于冰冻原因而无法到达, 或船长认为船舶面临因冰冻原因无法离开目的地的风险, 船

the nearest ice-free position and request revised orders. Immediately upon receipt of such request, the Buyer shall nominate an alternate ice-free and accessible port or facilities for receiving the Goods, provided that if the Place of Destination is a loading port then such an alternative ice-free and accessible port or facilities shall be agreed with the Seller. Any additional freight, expenses, demurrage and/or dues incurred as a result of such revised orders shall be for the account of the Buyer.

d) Nothing in this sub-Clause 3.1.11 shall impose liability upon the Seller in respect of its obligations under the GTC or Contract.

3.2 Special Conditions of Delivery by RTC/railway wagon(s)

3.2.1 Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery or arrival of RTC / railway wagon(s) loaded with the Goods, delivery may be performed on any of the dates provided.

3.2.2 No later than 3 (three) Business Days after shipment of the Goods by RTC / railway wagon(s) the Seller shall provide by electronic post or facsimile to the Buyer all information necessary for unloading of the Goods:

- (a) The Contract reference number.
- (b) Railway Bill reference number(s).
- (c) RTC / railway wagon(s) identification number(s).
- (d) Description of the Goods and their Railway Bill quantity.

3.2.3 The Buyer at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Carrier or the Buyer's representative. In case such information is provided, the Seller or his representatives / employees undertake to honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Carrier or the Buyer's representative. Such assistance is not a duty, but an option of the Seller.

3.2.4 The Buyer warrants that the railway zone at Place of Destination shall be safe and well suited for delivery of the Goods. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to the RTC / railway wagon(s), surroundings, environment and people, additional costs or expenses arising out of and in relation to any failure of the Buyer to nominate a safe railway zone at Place of Destination.

3.2.5 Notice of Arrival

a) The railway station administration using available contact information of the Buyer presents the Notice of Arrival of the Goods to the Place of Destination station ("NOA") to the Buyer in accordance with customary rules at the railway station. Such NOA corresponds to performed delivery of the Goods by the Seller.

b) The Buyer is obliged to ensure Carrier's timely presence at Place of Destination at the Date of delivery for unloading of the Goods.

船将前行至距离最近的无冰的位置并请求修改指令。一旦收到此种请求，**买方**应当提名一个替代的无冰且可到达的港口或场所以接收**货物**，前提是如果**目的地**是装货港，该替代的无冰且可到达的港口或场所应经**卖方**同意。由于修改指令而产生的任何额外的运费、支出、滞期费和/或应付款项应当由**买方**承担。

d) 3.1.11 条不会使**卖方**承担**通用条款**或者**合同**项下的义务。

3.2 铁路罐车 / 铁路车皮交付的特别条件

3.2.1 交付可以在**卖方向买方**明示或暗示的期间内任何一天履行（前述期间在约定的交付期间或装载**货物**的**铁路罐车/铁路车皮**到达期间之内）。

3.2.2 在**货物**通过**铁路罐车/铁路车皮**运送后 3（三）个工作日内，**卖方**应当通过电子邮件或传真的形式向**买方**提供所有有关**货物**卸载的所有必要信息：

- a) 合同编号；
- b) 铁路运单的编号；
- c) **铁路罐车/铁路车皮**的识别号；
- d) **货物**及其铁路运单数量的描述。

3.2.3 **买方**可自行决定向**卖方**提供关于**承运人**或**买方**代表有效卸载**货物**所需信息的书面说明。若**买方**提供了该等信息，则**卖方**或其代表/员工承诺将真诚地在可适用的情况下按照说明为**承运人**或**买方**代表有效卸载**货物**提供一定协助。此等协助并非**卖方**义务，**卖方**有权自主选择是否提供此等帮助。

3.2.4 **买方**保证**目的地**的铁路区域对于**货物**交付而言应当是安全且合适的。任何由于**买方**未能指定**目的地**的安全铁路区域而导致的或与之相关的任何损失或损害，包括但不限于由于对**铁路罐车/铁路车皮**、周边设备、环境和人员造成损害而产生的任何责任以及额外费用或支出应当由**买方**承担并向**卖方**补偿。

3.2.5 到达通知

a) 铁路车站管理机构将使用已知的**买方**的联系信息根据该车站的惯例向**买方**提交**货物**到达**目的地**车站的通知（“**到达通知**”）。该**到达通知**相当于**卖方**已履行交付**货物**的义务。

b) **买方**有义务保证**承运人**在交付日期及时到达**目的地**卸载**货物**。

c) Carrier's absence at the Place of Destination shall not prejudice the fact that Seller had successfully performed delivery of the Goods for the purpose of the Contract.

3.2.6 Laytime

a) Laytime per each RTC / railway wagon(s) shall be as set out in the Contract. In the event the laytime is not set out in the Contract, then such laytime shall be 24 (twenty four) hours starting on and including the date of arrival to the station as stated on the Railway Bills and shall run until the completion of unloading. For every day of delay the Buyer shall cover the rate amounting to the railcar owner's tariff (as of the date of this version of the GTC – 60.00(sixty) USD (equally amount of RMB converted by the rate on the date of invoice) per wagon per day, and as may be amended from time to time) in accordance with invoices provided by the Seller, or such other period as may be customary at the Place of Destination, unless otherwise expressly mutually agreed by the Parties in writing. Sundays and Holidays shall be included (SHINC) unless loading on the Sunday or Holiday in question is prohibited by law or regulation or custom at the unload railway zone.

b) Laytime shall commence 2 (two) hours after NOA has been tendered; or when the RTC / railway wagon stands ready at the station / railway unloading zone; whichever is the earlier. For the purpose of calculating of unloading time, unloading shall be deemed to have been completed upon disconnection of the discharging hoses or loading/unloading of the last portion of the Goods of the last railway wagon cargo.

c) If the train has not released the railroad track within the laytime period or promptly thereafter through no fault of the Seller (e.g. if the Buyer is to unload the Goods and has failed to unload them when due) and this resulted in additional costs, expenses or losses of the Seller, then the Buyer shall pay in full the Seller for such costs, expenses or losses within 5 (five) Business Days after the relevant claim of the Seller.

3.2.7 Railway Transportation Contract Conditions

a) The Seller may arrange shipment with respect to a standard railway transportation contract. Without prejudice to the generality of the foregoing, such conditions shall be deemed to include the provision that where, at any time after loading but before the commencement of unloading:

- i. Importation of the Goods at the unloading railway zone is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or
- ii. The country, state, territory or region at which the Place of Destination is located becomes an restricted zone, the Goods shall be unloaded at an alternative railway zone nominated by the Buyer that is not subject to any such prohibition and that

c) 承运人未到达目的地不影响卖方已按合同目的成功履行货物交付的事实。

3.2.6 装卸期间

a) 每一铁路罐车/铁路车皮的装卸期间应在合同中约定。如果装卸期间未在合同中约定，则该装卸期间应为自铁路运单中记载的到达车站日期（含到达车站当日）起 24（二十四）小时，装卸时间应计算至卸载完成。每迟延一天买方应承担轨车所有人每日收费的费用（自本版本通用条款的日期起-60.00（六十）美元（按照开票日期汇率折算成人民币）每节车皮每天，并可能被不时修订），具体依照卖方提供的发票、或按照当地的习惯确定时间来计算总金额，除非协议双方以书面形式另有明确约定。周日及节假日应当包含在内（SHINC），除非前述日期在卸货所在铁路区域根据法律或法规或习惯禁止卸载。

b) 装卸期间应当是以下较早者：在提供到达通知 2（二）小时后开始；或在铁路罐车/铁路车皮在车站/铁路卸载区域停靠就绪时开始。为计算卸载时间之目的，当卸货软管分离或装载/卸载最后的铁路车皮货物中货物的最后一部分，则视为已完成货物的卸载。

c) 如果列车未能在装卸期间内或之后及时地释放铁路轨道，而卖方对此无过错（例如买方应当卸载货物但未能及时卸载），并且导致了卖方产生额外的费用、支出或损失，则买方应当在卖方提出相关请求之后的 5（五）个工作日内向卖方全额支付这些费用、支出或损失。

3.2.7 铁路运输合同条件

a) 卖方可以根据标准的铁路运输合同安排运输。在不影响前述一般规定的前提下，铁路运输合同应当视为包括下述条款：在货物装载之后、卸载之前的任何时间：

- i 根据货物生产国的法律，或根据该国政府或任何相关机构制定的法规、指令、指南，禁止在目的地进口货物；和/或
- ii 目的地所在的国家、州、地域或地区成为被禁运地区，货物应当在买方指定的替代铁路区域卸载，该等替代铁路区域不受限于任何禁止，且对卖方而言是可以接受的（接受不得不合理地保留）。

is acceptable to the Seller (which acceptance shall not be unreasonably withheld).

In such circumstances, such alternative railway unloading zone shall be deemed to be the Place of Destination stipulated under the Contract for the shipment in question and all extra expenses (if any) involved in the RTC's / railway wagon(s) reaching such alternative Destination Place shall be for the Buyer's account.

3.2.8 Buyer's Right to Require Extra Services

The Buyer has the right to require extra services in relation to the Goods at the Place of Destination which shall not be viewed as included in the Total Goods Value. The Parties shall decide on a possibility of provision of such services by mutual written agreement no later than 3 (three) days before Estimated Time of Arrival of the RTC / railway wagon(s). Where the Buyer, by written instruction to the Seller, requests that such services should be provided, then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by RTC / railway wagon(s) owners to comply with the Buyer's request.

3.2.9 Damage to RTC, Tank Containers and Wagons

a) It is presumed that RTC, Tank Containers and railway wagons arrive at the Place of Destination for unloading in good condition, unless the Buyer has promptly (but not later than 3 (three) hours after the RTC, Tank Containers and railway wagons arrival) informed of the defects. If the defects will be revealed after that the Buyer shall pay repair costs or expenses of the Carrier or the Seller within 5 (five) Business Days upon the Seller's or Carrier's respective invoice.

b) Within 3 (three) Business days prior to the beginning of dispatches, the Buyer shall provide the Seller with the instruction for filling in the shipping documents for the Goods dispatch, including the delivery period, reference to the number and date of the relevant Contract, quantity of the Goods, full name and address of the consignee, railway code of the consignee, name of the destination station's railway roads, railway station confirmation to accept the Goods.

c) Under the Buyer's applications the Seller shall arrange for plans (the "Plans") for transportation of the Goods by railways. The procedure and dates for issuance of the Plans shall be regulated by the applicable local laws and regulation.

d) Should, through the fault of either of the Parties, the Plans not be fulfilled, the Party at fault will be held liable for all damages or fines imposed by the railway(s).

e) In case of impossibility to unload the Goods due to the technical reasons during periods indicated in the Clauses "Laytime" the Buyer shall notify the Seller on such effect (by telegram, fax, mail or email) within 24 (twenty-four) hours from the moment the rail tank-car arrival to the

在上述情形下，该替代铁路卸载区域对于有关运输而言应当被视为合同中规定的目的地，由此产生的铁路罐车/铁路车皮到达该替代目的地的所有额外支出（如有）应当由买方承担。

3.2.8 买方要求额外服务的权利

买方有权在目的地要求与货物相关的额外服务，但该等额外服务不得被视为包括在合同的总价之内。协议双方应当在铁路罐车/铁路车皮预计到达时间的 3（三）天前以书面形式共同约定提供该等服务的可能性。如果买方向卖方提供书面说明要求卖方提供该等服务，则买方应补偿并确保卖方免受因遵守买方要求而产生的任何责任、损失、损害、迟延或支出。买方给予卖方的补偿应不少于铁路罐车/铁路车皮的所有者因满足买方的要求而应获得的补偿。

3.2.9 对铁路罐车、集装箱及铁路车皮的损害

a) 铁路罐车、集装箱和铁路车皮在到达目的地卸货时应被推定为状况良好，除非买方迅速（不迟于铁路罐车和铁路车皮到达之后的 3（三）小时）告知有缺陷。如果在前述时间后才发现在有关缺陷，则买方应当在 5（五）个工作日内根据卖方或承运人各自的发票支付卖方或承运人的修理费用和支出。

b) 在开始发送货物的三个工作日前，买方应向卖方提供货物运输文件的填写说明，包括交付期间、相关合同号码及日期提示、货物数量、收货人的完整名称和地址、收货人的铁路编码、铁路目的车站名称和铁路车站收到货物的确认。

c) 根据买方的申请，卖方应对货物的铁路运输做出计划（“计划”）安排。出具计划的程序和日期应当由适用的本地法律法规予以管理。

d) 如果因协议双方中任何协议一方的过错，计划未能予以履行，则过错的协议一方将承担将对铁路机关要求的所有赔偿金或罚款。

e) 如果由于技术原因而不可能在“装卸期间”条款所规定的期间内卸载货物，则买方应当自铁路罐车抵达目的车站的 24（二十四）小时内就此情况通知卖方（通过电报、传真、信函或电子邮件）。

station of destination.

f) In case of rail tank-car damage caused within the time period of its disposal of the Buyer or the Buyer's counterparties, the Buyer shall immediately inform the Seller about the occurrence of such event and recover losses incurred due to rail tank-car damage within 30 (thirty) days from the date of the Seller's demand. In case a rail tank-car is lost within the time period of its disposal by the Buyer or the Buyer's counterparties, the Buyer shall pay to the Seller the amount that covers market value of a rail tank-car of identical model and year of manufacture including costs incurred for putting it into operation. A rail tank-car is considered lost if it is not returned to Seller within 90 (ninety) days from the date of the Goods dispatch.

g) In case of readdressing the Goods by the Buyer or impossibility to accept the Goods, the Buyer shall notify the Seller of these changes in writing not later than 3 (three) Business Days before the planned date of dispatch. All the expenses of the Seller (including fines and penalties), caused by the Buyers' actions, shall be paid by the Buyer. The Parties shall undertake their best efforts to mitigate losses.

h) Redirection of the rail tank-cars by the Buyer (or the Buyer's consignee) without Seller's permission is prohibited. The Seller is entitled to charge the Buyer (the Buyer's consignee) at the rate at least 60 (sixty) USD (equally amount of RMB converted by the rate on the date of invoice) (unless otherwise stated in the customary rules of the respective railroad station) for each day of usage of each rail tank-car for improper fulfillment of this provision. The Buyer ensures that the rail tank-cars are unloaded to a level of 0.7 (one tenth of seven) bar. The Buyer and/or consignee shall return the empty rail tank cars in acceptable technical and commercial condition and complete cargo documents with seal to the shipper's initial loading station or any other station as per Seller's instructions.

i) The Buyer is responsible for the transfer of empty RTCs in accordance with the Seller's instructions advised pursuant to the Agreement on International Goods Transport by Rail (SMGS). In case of wrong or incorrect usage of Seller's SMGS instructions, the Buyer is obliged to pay the liquidated damages at the rate of 500 (five hundred) USD (equally amount of RMB converted by the rate on the date of invoice) per RTC. In addition to the foregoing

j) the Buyer shall reimburse Seller for the documented costs and expenses caused by the incorrect filling of the shipping documents for the empty rail tank-car return, resulted in the rail tank-car arrival to improper railway stations. In case the documents for the rail-tank cars return are filled in accordance with the Seller's instruction, the Buyer shall not be responsible for their return emptied to improper railway stations.

k) for empty rail tank-cars to be advised to the Buyer

f) 如果**铁路罐车**在**买方**或**买方的**相对方占有期间遭受损害, 则**买方**应当立即将该情况通知**卖方**, 并自**卖方**要求之日起 30 (三十) 日内赔偿**卖方**由于**铁路罐车**损害而遭受的损失。如果**铁路罐车**在**买方**或**买方的**相对方占有期间内全损, 则**买方**应向**卖方**支付的金额应涵盖相同类别、相同制造年份的一辆**铁路罐车**的市场价值包括将其投入运营的成本。若**铁路罐车**自**货物**发送之日起 90 (九十) 日内未返还至**卖方**处, 则视为该**铁路罐车**全损。

g) 如果**买方**变更**货物**收货地址或无法接受**货物**, **买方**应当在计划发送日 (三) 个工作日前通知**卖方**前述变更。**买方**应当支付**卖方**由于**买方的**此等行为而产生的所有支出 (包括罚款和处罚)。**协议双方**应尽最大努力以减轻损失。

h) **买方** (或**买方**指定的收货人) 未经**卖方**的同意不得更改**铁路罐车**路线。如果**买方**不适当履行本条款, **卖方**有权就**买方** (或**买方**指定的收货人) 每天使用的每一**铁路罐车**按照至少 60 美元 (按照开票日期汇率折算成人民币) (除非铁路车站惯例另有规定) 的费率来收取费用。**买方**保证**铁路罐车**卸载率为 0.7 (零点七) 巴 (压力单位)。**买方**和/或收货人应以可接受的技术和商业条件返还空装**铁路罐车**并且归还加盖印章的货品文件至初始装运车站或任何其他**卖方**指定的车站。

i) **买方**根据**卖方**的通知指示并按照《国际货物铁路运输协议》的规定负责转移空的铁路运输集装箱。如果错误或不正确地使用**卖方**的前述指令, **买方**有义务以每铁路运输集装箱 500 (五百) 美元 (按照开票日期汇率折算成人民币) 的费率支付违约金。除上述之外, **货物**应在**买方**指定的不受任何此类禁令限制且为**卖方**所接受 (不应不合理地拒绝接受) 的备选地点卸货。

j) 由于错误填写返还空装**铁路罐车**运输文件, 从而导致**铁路罐车**到达不适当的铁路车站, 则**买方**应当赔偿**卖方**有文件证明的费用和支出。如果有关返还空装**铁路罐车**的文件是根据**卖方**的指示填写的, 则**买方**不承担将空装**铁路罐车**返还至不适当的铁路车站的责任。

k) **卖方**应在不迟于满载**铁路罐车**到达目的地时

by the Seller in writing not later than the arrival of full rail tank-cars to the Place of Destination (the date of the Goods' delivery). Otherwise the Buyer shall not be held liable for possible costs which may arise due to absence of the instructions and/or incorrect filling-in the return railway bills for return of empty rail tank-cars.

l) After a rail tank-car (a specialized rail tank-car for transportation of liquefied petroleum gases under excessive pressure) is unloaded, the Buyer shall install plugs at corner and control valves to seal the neck bonnet and to fix it by all bolts. The removal of the bonnet from the neck flange is not allowed. The Seller is entitled to charge the Buyer with incurred losses for the plugs at corner and control valves of the rail tank-car not installed at the place of unloading.

3.3 Special Conditions of Delivery by Auto Truck(s)

3.3.1 Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery of arrival of auto truck(s) loaded with the Goods, any of the provided dates can result in delivery.

3.3.2 No later than 1 Business Day after shipment of the Goods by auto truck(s) the Seller shall provide by electronic post or facsimile to the Buyer all information necessary for unloading of the Goods:

- (a) The Contract reference number.
- (b) CMR consignment note reference number(s).
- (c) Auto truck identification number(s).
- (d) Description of the Goods and their CMR consignment note quantity.
- (e) Estimated Time of Arrival of auto truck(s).
- (f) Number of issued CMR consignment notes.

3.3.3 The Seller has the right to substitute any of identified auto truck(s) and provide the Buyer with new information not later than 2 Business Day before Estimated Time of Arrival of auto truck(s). Such substitution shall always be subject to the requirements that auto truck(s) shall be of a similar size be provided and that the quantity to be loaded shall not, without prior written consent of the Buyer, differ by more than 5 (five)% from the quantity specified in the present Contact.

3.3.4 The Buyer at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Buyer. In case such information is provided, the Seller, his Carrier or his representatives / employees undertake to honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Buyer. Such assistance is not a duty but an option of the Seller.

3.3.5 **The Buyer warrants** that the Place of Destination shall be safe and well suited for delivery of the Goods. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to auto truck(s), surroundings, environment and people, additional costs or expenses arising out of and in relation to any failure of the Buyer to

(货物交付之日)以书面形式向**买方**提供有关空装**铁路罐车**的指示。否则,就空装**铁路罐车**的返还而言,**买方**不承担由于缺少指示和/或错误填写返还铁路运单而可能产生的费用。

l) 在**铁路罐车**(运输高压液化石油气的专用**铁路罐车**)卸载后,买方应当在拐角处安装插栓,并控制阀门封装颈盖及使用所有螺栓固定颈盖。不允许将颈盖从颈法兰处拿掉。**卖方**有权要求**买方**承担由于未在卸货地给**铁路罐车**的拐角处安装插栓及控制阀门所产生的损失。

3.3 货运汽车交付的特别条件

3.3.1 交付可以在**卖方向买方**明示或暗示的期间内(约定的装载**货物**的货运汽车到达的交付期间内)任何一天履行。

3.3.2 货运汽车运输**货物**后 1 (一) 工作日内, **买方**应以电子邮件或传真的形式向**卖方**提供卸载**货物**所需的所有信息:

- a) 合同编号。
- b) 国际公路货物运输合同公约(“CMR”) 托运单编号。
- c) 货运汽车识别号。
- d) **货物**的描述以及 CMR 托运单下**货物**的数量。
- e) 货运汽车**预计到达时间**。
- f) 出具的 CMR 托运单的数量。

3.3.3 **卖方**有权更换任何指定的货运汽车并在不迟于货运汽车**预计到达时间**两 (2) 工作日前向**买方**提供更换货运汽车的信息。货运汽车的更换必须符合以下要求: 更换的货运汽车与指定的货运汽车在尺寸上类似; 且未经**买方**事先书面同意, 货运汽车装载**货物**的数量与**合同**规定的数量差距不应超过 5%。

3.3.4 **买方**可自行决定向**卖方**提供关于**买方**有效卸载**货物**所需信息的书面说明。若**买方**提供了前述信息, 则**卖方**、其承运人、或其代表/员工承诺将真诚地在可适用的情况下按照说明为**买方**有效卸载**货物**提供一定协助。此等协助并非**卖方**义务, **卖方**有权自主选择是否提供此等帮助。

3.3.5 **买方**保证**目的地**是安全的且适合**货物**交付的。任何由于**买方**未能指定安全的**目的地**所产生的或与之相关的任何损失或损坏, 包括但不限于对货运汽车、周边设备、环境和人所造成的损害及额外成本或支出应由**买方**承担。

nominate a safe Place of Destination.

3.3.6 The Buyer is obliged to ensure his timely presence at Place of Destination at the Delivery Date for unloading of the Goods. Buyer's absence at the Place of Destination shall not prejudice the fact that the Seller had successfully performed Delivery of the Goods for the purpose of the Contract.

3.3.7 Time for Unloading

a) The time allowed to the Buyer for the unloading of the quantity of the Goods delivery by each auto truck shall be as set out in the Contract.

b) Unloading time shall commence 2 (two) hours after the arrival of each auto truck to the Place of Destination. For the purpose of calculating unloading time, unloading shall be deemed to have been completed upon disconnection of the discharging hoses and / or removal of last item of the Goods from last auto truck's cargo space.

3.3.8 Carriage of the Goods by Road Contract Conditions

a) The Seller may arrange transportation with respect to a standard carriage of the Goods by road contract. Without prejudice to the generality of the foregoing, such contract shall be deemed to include the provision that where, at any time after loading but before the commencement of unloading;

(i) Importation of the Goods at the Place of Destination is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

(ii) The region at which the Place of Destination is located becomes a restricted zone, the Goods shall be unloaded at an alternative location nominated by the Buyer that is not subject to any such prohibition and that is acceptable to the Seller (which acceptance shall not be unreasonably withheld).

b) In such circumstances, such alternative railway unloading zone shall be deemed to be the Place of Destination stipulated under the contract for the shipment in question and all extra expenses (if any) involved in the auto truck's reaching such alternative Place of Destination shall be for the Buyer's account.

3.3.9 Buyer's right to require

The Buyer has the right to require extra services in relation to the Goods at Place of Destination which shall not be viewed as included in the Total Goods Value. The Parties shall decide on a possibility of provision of such services by mutual written agreement no later than 3 Business Days before Estimated Time of Arrival of the auto truck(s). Where the Buyer, by written instruction to the Seller, requests that such services should be provided, then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less

3.3.6 卖方有义务保证在交付日期准时到达目的地卸载货物。买方未到达目的地不影响卖方已按合同目的成功履行货物交付的事实。

3.3.7 卸货期间

a) 允许买方从每一货运汽车上卸载可交付货物数量所使用的时间应当根据合同第 I 条的规定。

b) 卸载期间开始于货运汽车到达目的地后 2 (两) 个小时。为计算卸载时间之目的, 最后一件货物从最后一辆货运汽车上卸下和/或卸载软管分离之时应视为卸载完成之时。

3.3.8 公路运输合同的条款

a) 卖方有权按照标准的公路运输合同安排货物的运输。在不影响前述一般性规定的情况下, 公路运输合同应当视为包括下述条件: 在货物装载之后、卸载之前的任何时间,

(i) 根据货物生产国的法律, 或根据该国政府或任何相关机构制定的法规、指令、指南, 禁止在目的地进口货物; 和/或

(ii) 目的地所在地区成为被禁运地区则货物应当在买方提名的替代地点予以卸载,

前述替代地点不受限于任何此类禁止并对卖方而言是可以接受的 (该等接受不得不合理地保留)。

b) 在此种情况下, 该等替代铁路卸载区域应当认定为合同项下运输的目的地, 且货运汽车到达该替代目的地相关的所有额外开支 (如有) 应由买方承担。

3.3.9 买方要求权

买方在目的地有权要求关于货物的额外服务, 但该额外服务不得被视为包括在合同的总价内。协议双方应当在不迟于货运汽车预计到达时间的 3 (三) 工作日前以书面形式共同约定确定提供该等服务的可能性。如果买方向卖方提供书面说明要求卖方提供该等服务, 则买方应补偿并确保卖方免受因遵守买方要求而产生的任何责任、损失、损害、迟延或支出的损害。买方给予卖方的补偿应不少于货运汽车所有人因完成买方的要求向卖方要求补偿的范围。

in scope than the indemnity required by auto trucks' owner to comply with the Buyer's request.

Damage to or loss of Tank-Container used in delivery by Auto trucks.

In case of Tank-Container damage caused within the time period of its disposal of the Buyer or the Buyer's counterparties, the Buyer shall immediately inform the Seller about the occurrence of such event and recover losses incurred due to Tank- Container damage within 60 (sixty) days from the date of the Seller's demand. In case a Tank-Container is lost within the time period of its disposal by the Buyer or the Buyer's counterparties, the Buyer shall pay to the Seller the amount that covers market value of a Tank-Container of identical model and year of manufacture. A Tank-Container is considered lost if it is not returned to Seller within 120 (one hundred and twenty) days from the date of the Goods dispatch.

3.4 Special Conditions of Delivery in Shipping Containers

3.4.1 The period of free use and payment for excess use of containers in port of unloading shall be according to the applicable rules of the forwarder's agent/container owner or customary at the Place of Destination.

3.4.2 In the event a container is damaged while it is in possession of the Buyer or the Buyer's counterparties, the Buyer shall promptly inform the Seller thereof and within 30 (thirty) days after the Seller's request pay to the Seller the documented repair full costs, including, without limitations, expenses on transportation of the container to the place of repair and surveyor's services. If the owner of the container (or the forwarder agent, if authorized) decides that the repair of the container is impossible or not reasonable as a result of the incurred damage, the container is considered to be lost. In that case the Buyer shall pay the Seller the amount that covers value of the corresponding size and type of container, but in any case not less than the cost of the container set by the owner.

3.4.3 The assessment of damage to the container during its possession by the Buyer shall be done by the Seller or an expert engaged by the Seller or by the owner or by the expert engaged by the owner. The expert costs are born by the Seller or the owner. Upon the results of the assessment the expert shall prepare an act based on which the owner of the container shall resolve on the feasibility of the container's repair. The expert costs shall be paid in full by the Buyer to the Seller.

3.4.4 The Buyer shall return the container in accordance with the Seller written instructions as soon as possible following the completion of the shipment and in any event within the free use period stated in the customary rules at the Place of Destination. The container is to be freed from all particles of the cargo and material used for the Goods separation.

3.4.5 Should the Buyer fail to return the empty and clean container to the forwarder (or the forwarding agent) within the free use period, such container is considered to

汽车运输中使用的**罐式集装箱**的损坏或丢失。

如果**罐式集装箱**在**买方**或**买方的**有关方处分期间内损坏，**买方**应立即通知**卖方**此类事件，并在**卖方**要求之日起的 60（六十）日内赔偿由于**罐式集装箱**损坏而造成的损失。如果货柜集装箱在**买方**或**买方的**有关方处分期间内丢失，**买方**应向**卖方**支付相同型号和制造年份的**罐式集装箱**市场价值的金额。如果集装箱在货物发运之日起 120（一百二十）日内未退还给**卖方**，则视为丢失。

3.4 航运集装箱交付的特别条件

3.4.1 在卸货港免费使用的期间及超期使用的费用支付应依照用于货运代理/集装箱所有人的规则或**目的地**的惯例进行。

3.4.2 如果集装箱在**买方**或**买方的**交易对方占有期间遭受损害，则**买方**应当迅速通知**卖方**相关事宜，并且在**卖方**提出赔偿请求之后 30（三十）日内就**卖方**有文件证明的全部修理费用向**卖方**支付，包括但不限于由于运送集装箱至修理场所及检查者提供服务而产生的支出。如果集装箱的所有人（或货运代理，如有）确认因发生的损害而导致集装箱修理是不可能或不合理的，则该集装箱被视为全损。在这种情形下，**买方**应当赔偿**卖方**相应尺寸和类型的集装箱价值的金额，但在任何情形下不得少于集装箱所有人确定的该集装箱成本。

3.4.3 对**买方**在占有期间造成集装箱损害的评估，应当由**卖方**、或**卖方**选任的专家、或集装箱所有人、或集装箱所有人选任的专家进行。有关专家费用由**卖方**或集装箱所有人承担。专家应根据评估结果准备一份报告，集装箱所有人应根据该报告决定集装箱修理的可行性。专家费用应由**买方**全额支付给**卖方**。

3.4.4 **买方**应当根据**卖方**的书面说明在运输完成后尽快返还集装箱，但在任何情况下均应在**目的地**的惯例规定的免费使用期间内返还。集装箱应当卸下所有的货品以及为隔离**货物**而使用的材料。

3.4.5 如果**买方**未能在免费使用期间将空装和清洁的集装箱返还给运送者（或货运代理），则该集装箱被

be lost. In that case the Buyer shall pay the Seller the amount that covers value of the corresponding size and type of container, but in any case not less than the cost of the container set by the owner.

3.4.6 Should the Buyer fail to return the container within the free use period, the Seller is entitled at its own discretion: (i) to claim the cost of the lost container; or (ii) extend the return period and charge 35 (thirty five) USD (equally amount of RMB converted by the rate on the date of invoice) per each day of use beyond the free use period or such a bigger rate as may applicable to the forwarder's agent/container owner or customary at the Place of Destination. In the event the container is lost or deemed to be lost (as described in this Clause 3.4, the charge for the use beyond the free use period shall be calculated until the payment of the cost of the lost container.

3.4.7 The Buyer shall provide the Seller with full written instructions regarding the particulars for the Bills of Lading including consignee, contact details and address of the authorized person of the consignee, other information necessary for the delivery and reasonably required by the Seller, number of the copies, addresses, etc. and such other information which may be required by the Place of Shipment, Place of Destination and/or the Seller. The Seller shall have the right to issue its own instructions if the Buyer fails to provide such instructions and/or information required by this Clause.

PARAGRAPH IV PAYMENT

4.1 Payment Conditions

4.1.1 Price The Price for the Goods shall be paid by the Buyer according to the Contract.

4.1.2 Time of payment Time for payment shall be of the essence.

4.1.3 Bank details Bank details of the Seller shall be indicated in the invoice. The Buyer shall effect the payment in accordance within the term specified in the Contract by telegraphic transfer and, unless otherwise follows from the context or specifically provided in the Contract or the GTC, with indicating the number and the date of the Contract/Amendment and the number and the date of the invoice issued by the Seller in the payment reference (the purpose of payment). Funds must be received in the nominated bank account no later than the due date on Seller's invoice document or no later than the last banking day before the due date if that due date on Seller's invoice document falls on a non-banking day.

4.1.4 SWIFT confirmation The Buyer shall provide the Seller with a copy of SWIFT confirmation within 1 (one) Business Day after the payment has been effected.

4.1.5 VAT. Unless otherwise expressly defined in the Contract the Price is exclusive of any VAT and the Seller shall have the right to invoice the Buyer for any such VAT in so far as such taxes are not for the account of the Seller

视为全损。在这种情形下，买方应当赔偿卖方相应尺寸和类型的集装箱价值的金额，但在任何情形下不得少于集装箱所有人确定的该集装箱成本。

3.4.6 如果买方未能在免费使用期间内返还集装箱，则卖方有权自行决定：（1）请求赔偿全损集装箱的成本；或（2）延长返还时间并对超过免费使用期间的的时间收取人 35 美元（按照开票日期汇率折算成人民币）/天的使用费；或可能适用于货运代理/集装箱所有人、或目的地惯例的更大数额。如果集装箱全损或被推定为全损（见第 3.4 条规定），则对超出免费使用期限使用集装箱的收费应计算至买方支付全损集装箱费用的日期。

3.4.7 买方应当向卖方提交关于提单详情的所有书面说明，包括收货人、收货人之授权人的联系信息及地址、交付必需的且由卖方合理要求的其他信息（副本的数量、地址等），以及运输地、目的地和/或卖方可能要求的其他信息。如果买方未能提供本条款要求的说明和/或信息，卖方有权自行出具有关说明。

第四条 支付

4.1 支付条件

4.1.1 买方应按照合同支付货物价格。

4.1.2 支付时间 支付时间是至关重要的。

4.1.3 银行信息 卖方应在发票上显示其的银行信息。买方应当根据合同规定通过电汇付款，并在支付时注明合同/修订协议的编号、日期，以及卖方出具的发票上列明的发票号、日期，除非上下文或合同或通用条款的特别条款另有规定。如果卖方发票单据上的到期日为非银行日，指定银行的账户中的资金须在不晚于卖方发票单据上的到期日或不晚于到期日之前的最后一个银行日收到。

4.1.4 付款确认 买方应当在付款后 1（一）个工作日内向卖方提交付款确认的副本。

4.1.5 增值税 除非在合同中另有明确规定，否则价格不包含任何增值税。卖方有权为任何增值税向买方开具发票，只要根据合同约定前述税收非由卖方承担。

according to the Contract.

4.1.6 The date of payment The date of payment is considered the date of crediting of the Seller's bank account for 100% (one hundred per cent) of the amount specified in the Seller's invoice.

4.1.7 Withholdings Unless otherwise expressly agreed to the contrary in the Contract, all payments due or payable to the Seller under the Contract shall be paid in full, regardless of whether the Buyer is required to withhold or to apply any Taxes on payments made under the Contract. If the Buyer is required to withhold or to apply any Taxes on payments made under the Contract, then Buyer shall gross up such payments so that the Seller receives after the deduction of Tax, the full sum due and payable under the Contract as if no such Taxes had been deducted, regardless of any withholdings or application of any Taxes on payments made under the Contract. The Total Goods Value and all other amounts payable by the Buyer to the Seller under the Contract shall be payable without the right to any discount, deduction, set-off, lien, claim or counter-claim.

4.1.8 Interest If the Total Goods Value or any other amounts due by the Buyer to the Seller under the Contract are not paid when due, interest shall be accrued and shall be paid on all amounts outstanding until payment in full is received into the Seller's bank account as described in Clause 45.25.2.

4.1.9 Banking expenses All expenses at the Seller's bank and at the Seller's correspondent bank shall be for the account of the Seller. All expenses outside the Seller's bank and at the Seller's correspondent bank shall be for the account of the Buyer.

4.1.10 Verification Act On a quarterly basis the Verification Act should be fully executed by both Parties. The Seller shall send by fax or by email to the Buyer the Verification Act signed by the Seller once in a quarter. Within 2 (two) days from the date of receipt of the Verification Act signed by the Seller the Buyer shall check the Goods delivered quantity, amount paid for the Goods, and provide the Seller with its motivated objections (if any). The Seller shall consider such motivated objections within 7 (seven) days and put the corrections into the Verification Act or negotiate with the Buyer on the amicable basis the content of the Verification Act which should be executed by both Parties. Without prejudice to the above, the Verification Act shall be executed upon any Party request if any.

4.2 Payment terms

4.2.1 Letter of Credit

a) Issuance of the Letter of Credit

The Buyer shall issue Letter of Credit within 5 (five) Business Days from the Longstop Date in strict accordance with the terms and conditions set out in this Clause.

b) Validity period of the Letter of Credit

The validity period for the Letter of Credit shall cover the payment period envisaged in the Contract plus 30 (thirty)

4.1.6 付款日期 付款日期是记载在卖方发票上 100% (百分之百) 的金额汇入卖方银行账户的日期。

4.1.7 预扣税 除非合同另有相反明确规定, 合同项下所有对卖方的到期付款或应付账款应全额支付, 无论买方支付合同项下的款项是否被要求预扣或申报任何税费。如果买方支付合同项下的任何款项被要求预扣或申报任何税费, 买方应提升该等支付总额, 以使卖方在税费扣除后收到如同未经扣税的合同项下全额到期应付账款, 无论支付合同项下的款项被要求预扣或申报任何税费。买方在合同项下应向卖方支付的总价及所有其他应付账款不可作任何折扣、扣减、抵消、留置、索赔或反索赔。

4.1.8 利率 如果合同项下买方应向卖方支付的总价或任何其他款项未能按时支付, 所有未付款项应按照第 5.2 条的规定计算利息直至卖方的银行账户收到所有未付款项。

4.1.9 银行费用 卖方的银行和其往来银行产生的所有费用应当由卖方承担。在卖方的银行及其往来银行之外的所有费用应当由买方承担。

4.1.10 确认函 协议双方应按季度签署确认函。每季度卖方应通过传真或电子邮件向买方发送其签署的确认函。买方在收到卖方签署的确认函后的 2 (二) 日内, 应当查验交付货物的数量、支付的货款, 并向卖方提出反对意见 (如有)。卖方应当在 7 (七) 天内考虑此等反对意见并对确认函予以修正 (如有), 或与买方在友好的基础上协商应当由协议双方签署的确认函的内容。在不影响上述规定的前提下, 确认函应当在任何协议一方提出要求时签署。

4.2 付款条款

4.2.1 信用证

a) 信用证的出具

买方应当严格遵守本条的条款和条件, 自最后签署日起 5 (五) 个工作日内出具信用证。

b) 信用证的有效期限

信用证的有效期限应当不短于合同中规定的付款日期再加上 30 (三十) 日, 前提是有效期最短不得少于 90

days, provided, however, that the minimal validity period could not be less than 90 (ninety) days. The foregoing is saved that the Buyer shall extend respectively the validity of the Letter of Credit in case of Force Majeure Event.

c) Documents

The documents to be provided by the Seller pursuant to the requirements of a Letter of Credit shall be the following:

- i. Seller's invoice (fax or email copy);
- ii. Transport Document (fax or email copy).

Documents prepared in Chinese and English language are all acceptable.

Minor mistakes and misprints in the documents are acceptable.

d) Letter of Credit Conditions

The payment for the Goods shall be effected by the Buyer as follows:

- i. The Buyer shall issue in favor of the Seller an irrevocable and divisible Letter of Credit payable at sight in strict accordance with the terms and from a bank and in a form confirmed in writing by the Sellers but in any case prior to the Goods dispatch.
- ii. The Buyer shall provide the Seller with the draft of such irrevocable Letter of Credit for the Seller's preliminary written approval.
- iii. Expenses in connection with the opening, amendment and utilization of the Letter of Credit shall be paid by the Buyer.
- iv. The Letter of Credit shall be issued in the amount of 110% (one hundred and ten per cent) of the Price multiplied by the shipment quantity of the Goods to be delivered.

4.2.2 Prepayment (advance payment)

The payment for the Goods shall be effected by the Buyer as follows:

- a) The Buyer shall pay 100% (one hundred per cent) of the amount specified in the Seller's proforma invoice in advance within 5 (five) Business Days after the date of the Seller's proforma invoice but in any case at least 3 (three) Business Days prior to the Goods dispatch by the Manufacturer.
- b) The Buyer shall effect the payment in accordance with the Contract by telegraphic transfer and without deduction into the Seller's bank account and the Buyer shall indicate the number and the date of the Contract/Amendment and proforma invoice number in the payment reference (the purpose of payment).
- c) In case of the amount paid by the Buyer as the Prepayment for the Goods is less than the amount due to be paid for the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) the Buyer shall effect the payment of such outstanding balance within 5 (Five) days of an appropriate Seller's invoice.
- d) In case of the amount paid by the Buyer as the Prepayment for the Goods exceeds the amount due to be paid for the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) the Parties shall mutually

(九十)日。前述不包括发生不可抗力事件时买方应相应延长信用证有效期的情况。

c) 文件

根据信用证的要求，卖方应当提供以下文件：

- i. 卖方的发票（传真或电子邮件副本）；
- ii. 运输单据（传真或电子邮件副本）。

以中文、英文书就的文件都是可以接受的。文件的微小错误和印刷错误是可以接受的。

d) 信用证条件

买方应以下述方式支付货物的款项：

- i. 买方应出具一份以卖方为受益人不可撤销并可分割的信用证，信用证严格遵守其条款并以卖方书面确认的形式由银行见索即付，但在任何情形下出具前述信用证的应先于货物发送。
- ii. 买方应向卖方提供其起草的不可撤销信用证，以获得卖方初步书面认可。
- iii. 有关信用证开立、修改和使用的费用应由买方支付。
- iv. 信用证的出具的数额为价格 X 即将交付货物的运输数量 X 110%（百分之一百一十）。

4.2.2 预付款

买方应以下述方式支付货物的款项：

- a) 买方应当在卖方的形式发票日期之后的 5（五）个工作日内 100%（百分之百）支付卖方形式发票上所示金额，但是在任何情况下应当至少在制造方发送货物的 3（三）个工作日前支付。
- b) 买方应当根据合同以电汇形式将未经扣减的款项付至卖方的银行账户，并且应当在付款信息（付款目的）中列明合同/修改协议的编号和日期及形式发票的编号。
- c) 如果买方支付的货物预付款金额小于实际合同数量或实际每月数量（视情况而定）应支付的金额，买方应在收到适当的卖方发票的 5（五）日内支付此类未付余额。
- d) 如果买方支付的货物预付款金额超过实际合同数量或实际每月数量（视情况而定）应支付的金额，则双方应相互约定，如果（i）适用的话，这些金

agree if (i) such difference between the amounts will be applied to the further deliveries if applicable or (ii) the Seller shall return such difference between the amounts within 5 (Five) days of an appropriate Verification Act is executed by the Parties.

e) Should the Buyer pays less than 100 % of the amount specified in the Seller's invoice according to clause a) above the Seller may, but shall not be obliged to, deliver the quantity of the Goods corresponding the actual amount of Prepayment received from the Buyer.

4.2.3 Post payment

a) The Buyer shall pay 100% (one hundred per cent) of the amount specified in the Seller's invoice not later than date specified in the Contract.

b) Partial payments shall be allowed.

4.2.4 DaP (Documents against Payment)

The present payment terms are governed in accordance with the ICC Uniform Rules for Bank-to-Bank Reimbursements Under Documentary Credits (URR 525).

The payment for the Goods shall be effected by the Buyer as follows:

The Buyer shall pay the Goods via Documents against payment at sight (hereinafter referred to as "D/P at sight" or "DaP at sight" or "DP at sight") in accordance with the conditions specified below.

The payment for the Goods shall be effected by the Buyer as follows:

a) Within ten (10) Business Days after the date when the documents stating the right of disposal of the Goods were issued the Seller shall transfer the originals of such documents to the Seller's Bank and send the copy of such documents to the Buyer.

The Parties expressly have acknowledged and agreed that the following documents are considered as the documents stating the right of disposal of the Goods:

- i. Commercial invoice;
- ii. Delivery order;
- iii. Packing list issued by the Seller.

The Parties may mutually agree in writing in the Contract other documents stating the right of disposal of the Goods depend on the reasonable requirement of the respective authority.

b) Upon receipt of the documents stating the right of disposal of the Goods the Seller's Bank shall transfer the originals of such documents to the Buyer's Bank; provided that such Buyer's Bank was expressly preliminary approved by the Seller in writing.

c) The Buyer shall confirm the Buyer's Bank his consent for payment for the original documents stating the right of disposal of the Goods and shall pay 100% (one hundred per cent) amount specified in the copy of the commercial invoice provided by the Seller via e-mail or mail or fax or any other type of transfer within 5 (five) Business Days from the date of receipt of such documents by the Buyer's Bank.

d) The Buyer shall (i) ensure the availability of the total

额之间的差额将用于支付进一步的货款，或者 (ii) 卖方应在双方签订适当的确认函后 5 (五) 日内退还此类差额。

e) 如果买方根据上述 a) 项支付少于卖方发票中规定金额的 100% 货款，卖方可以但无义务交付与从买方收到的实际预付款额相对应的货物数量。

4.2.3 后付款

a) 买方应当不迟于合同规定的日期 100% (百分之百) 支付卖方发票所示金额。

b) 允许分期付款。

4.2.4 DaP (付款交单)

当前的付款条件基于国际商会(ICC)《跟单信用证项下银行间偿付统一规则》(URR 525)制定。

货物款项由买方根据以下规定支付:

买方应通过即期付款交单(以下简称“即期付款交单”)的方式,根据下列条件支付货物款项。

货物款项由买方根据以下规定支付:

a) 在单据中规定授予货物处置权之日后的十 (10) 个工作日内, 卖方应将上述单据原件转交卖方银行并向买方发送单据副本。

协议双方明确承认并同意以下单据将视为货物处置权的单据:

- i. 商业发票
- ii. 交货单
- iii. 卖方签发的装箱单

协议双方可以在合同中达成书面协议, 指定货物处置权的单据应根据相关当局的合理要求决定。

b) 收到货物处置权单据后, 卖方银行将单据原件转交买方银行, 但买方银行必须是卖方最初书面明确同意的银行。

c) 买方应向买方银行确认其同意根据货物处置权的单据进行付款, 并在买方银行收到上述单据之日起 5 (五) 个工作日内根据卖方通过电子邮件、邮件、传真或其他方式发送的商业发票副本支付其中指定金额的 100% (百分之百)。

amount to be paid pursuant to Sub clause “c” of this Clause on the date of confirmation to the Buyer’s Bank of his consent for payment for the documents stating the right of disposal of the Goods and (ii) effect this payment by telegraphic transfer and without deduction into the Seller’s bank account, and the Buyer shall indicate the number and the date of the Contract and invoice number in the payment reference (the purpose of payments).

e) In case the Buyer doesn’t pay for the Goods within 5 (five) Business Days from the date of receipt of the documents stating the right of disposal of the Goods by the Buyer’s Bank, the Delivery order provided by the Seller shall become invalid and the Seller shall have the disposal rights for the Goods in accordance with the Clause 5.5 of the GTC.

f) From the date of receipt of the Buyer’s consent for payment for the documents stating the right of disposal of the Goods the Buyer’s Bank shall transfer the originals of the documents stating the right of disposal of the Goods to the Buyer.

4.2.5 CAD (“Cash against documents”)

The present payment terms are governed in accordance with the ICC Uniform Rules for Bank-to-Bank Reimbursements Under Documentary Credits (URR 525).

The Buyer shall pay the Goods via Cash against documents at sight (hereinafter referred to as “CAD at sight”) in accordance with the conditions specified below.

Pursuant to payment terms via CAD at sight the Buyer shall pay for the Goods in advance in the amount specified in the Contract.

The payment for the Goods shall be effected by the Buyer as follows:

a) Within ten (10) Business days after the date when the documents stating the right of disposal of the Goods were issued the Seller shall (i) transfer the originals of such documents to the Seller’s Bank and (ii) send the copy of such documents to the Buyer.

The Parties expressly have acknowledged and agreed that the following documents are considered as the documents stating the right of disposal of the Goods:

- i. Commercial invoice;
- ii. Bill of lading for delivery by sea, or Railway bill – for delivery by railroad, or CMR – for delivery by road;
- iii. Packing list issued by the Seller.

The Parties may mutually agree in writing in the Contract other documents stating the right of disposal of the Goods depends on the reasonable requirement of the respective authority.

b) Upon receipt of the documents stating the right of disposal of the Goods the Seller’s Bank shall transfer the originals of such documents to the Buyer’s Bank; provided that such Buyer’s Bank was expressly preliminary approved by the Seller in writing.

c) The Buyer shall pay 5-15% (five-fifteen per cent) (as it is stipulated in the Contract) of the amount specified in the

d) 买方应(i)确保在向买方银行确定其同意根据货物处置权的单据付款的当天，能够支付根据本条款 C 项需支付的总金额，并(ii)通过电汇形式将款项全额汇至卖方银行账户，而且买方应说明合同编号和日期，以及付款参考发票编号（付款目的）。

e) 若买方从买方银行收到货物处置权单据之日起的 5（五）个工作日内未支付货物款项，则卖方提供的交货单失效，且根据通用条款第 5.5 条规定卖方应拥有货物的处置权。

f) 从收到买方同意根据货物处置权单据付款的许可之日起，买方银行应将货物处置权的单据原件转交给买方。

4.2.5 CAD (“现金交单”)

现行付款条件适用《国际商会跟单信用证项下的银行间偿付统一规则》（URR 525）。

买方应按下列条件凭见票即付的单据支付现金（以下简称“CAD 见票即付”）。

依据 CAD 见票即付支付条款，买方应按照合同规定的金额预先支付货款。

货物的付款应由买方按以下方式支付：

a) 在签发货物处分权单据的日期后十（10）个工作日内，卖方应（i）将此类单据的原件转让给卖方银行，以及（ii）将此类单据副本寄给买方。

协议双方明确认可并同意下列单据被视为表明货物处分权的单据：

- i. 商业发票；
- ii. 海运提单-用于海洋运输，或铁路提单-用于铁路运输，或国际公路货物运输合同公约单据-用于公路运输；
- iii. 卖方出具的装箱单。

协议双方可以在合同中以书面形式约定其他单据，表明货物的处分权取决于有关当局的合理要求。

b) 在收到表明货物处分权的单据时，卖方银行应将此类单据的原件转让给买方银行；但买方银行须为卖方书面事先明确批准的银行。

c) 买方应在卖方商业发票开出之日起 5 个营业日内预付卖方商业发票金额的 5-15%（百分之五到十

Seller's commercial invoice in advance within 5 (five) Business Days after the date of the Seller's commercial invoice.

d) The Buyer shall confirm the Buyer's Bank his consent for payment for the original documents stating the right of disposal of the Goods and shall pay the remaining amount specified in the Seller's commercial invoice at the rate of 85- 95% (eighty five – ninety five per cent) (depending on the amount of advance payment) within 14 (fourteen) days from the moment of arrival of the Goods to the Place of Destination.

Without prejudice to other provisions of the GTC the advance payment for the Goods paid by the Buyer in accordance with this Clause is considered as the Seller's compensation for storage of the Goods before its actual transfer to the Buyer. In case the Buyer doesn't pay the remaining amount for the Goods within 14 (fourteen) days from the moment of arrival of the Goods to the Place of Destination, the Seller shall be entitled to retain the advance payment for the Goods paid by the Buyer in accordance with this clause for compensation of the Seller's expenses for storage of the Goods.

e) The Buyer shall (i) effect the payments specified in Sub clauses "c)" and "d)" of this Clause and (ii) ensure the availability of the total amount to be paid pursuant to Sub clause "d)" of this Clause on the date of confirmation to the Buyer's Bank of his consent for payment for the documents and effect this payment in accordance with the Contract by telegraphic transfer and without deduction into the Seller's bank account and the Buyer shall indicate the number and the date of the Contract/Amendment and commercial invoice number in the payment reference (the purpose of payments).

f) From the date of receipt of the Buyer's consent for payment for the documents stating the right of disposal of the Goods the Buyer's Bank shall transfer the originals of such documents to the Buyer.

g) The Parties expressly have acknowledged and agreed that in case of payment for the Goods via CAD at sight the risk and title to the Goods shall transfer from the Seller to the Buyer at the date of receipt by the Buyer of the originals of the documents stating the right of disposal of the Goods.

4.2.6 Bank Acceptance Draft/BAD

a) Issuance of BAD

The Buyer shall issue BAD in strict accordance with the terms and conditions set out in this Clause.

b) Validity Period of BAD

Subject to the applicable Law, the validity period of BAD shall be ninety (90) days from the date of issuance date.

c) BAD Conditions

The payment for the Goods shall be effected by the Buyer as follows:

i. The Buyer shall provide the Seller with the draft

五) (见合同中的规定)。

d) 在货物到达目的地之日起 14 (十四) 日内, 买方应向买方银行确认其同意支付表明货物处理权的原始单据, 并按按 85-95% (百分之八十五到九十五) 的费率支付卖方商业发票中规定的剩余金额 (取决于预付款金额)。

在不影响通用条款的其他规定的情况下, 买方根据本条支付的货物的预付款被视为在货物实际转移给买方之前关于货物仓储对卖方的补偿。如果买方在货物到达目的地之日起 14 (十四) 日内未支付剩余货款, 卖方有权保留买方根据本条款支付的货物的预付款项以获得卖方对货物仓储的补偿。

e) 买方应当 (i) 履行本条“c)”和“d)”中规定的付款义务, 以及 (i i) 在向买方银行确认其同意支付单据之日起, 确保按照本款的“d)”支付总金额, 并按照合同规定进行电汇付款, 不扣除卖方银行账户金额, 且买方应在付款参考 (付款目的) 中注明合同/修订协议的编号和日期以及商业发票号。

f) 从收到买方同意对货物处分权单据付款之日起, 买方银行应将单据的原件转让给买方。

g) 双方明确认可并同意, 如果通过现金交单即期付款, 货物的风险和所有权应在买方收到货物处分权单据原件之日从卖方转移至买方。

4.2.6 银行承兑汇票

a) 出具银行承兑汇票

买方应严格按照本条的条款和条件出具银行承兑汇票。

b) 银行承兑汇票有效期

根据适用法律, 银行承兑汇票的有效期为签发日后的九十 (90) 天。

c) 银行承兑汇票条件

买方应以下述方式支付货物的款项:

i. 买方应向卖方提供其起草的银行承兑汇

of such BAD for the preliminary written approval.

ii. The Buyer shall issue a BAD within five (5) Business Days from the Effective Date of the Contract from a bank and in a form confirmed in writing by the Seller but in any case seven (7) days prior to the Goods arrive at the port.

iii. Expenses in connection with issuance of BAD shall be at Buyer's cost.

iv. The BAD shall be issued in the amount of 100% (one hundred percent) of the Price multiplied by the shipment quantity of the Goods to be delivered.

v. Genuine BAD shall be transferred by the Buyer (or the Buyer's bank) to the Seller's bank within seven (7) days from the Effective Date of the Contract. The Seller's bank will check BAD and confirm or not (if this is the case) the BAD's validity and genuineness within time limits in compliance with the rules applicable for the Seller's bank.

d) Documents

The documents to be provided by the Seller to the Buyer after Seller receives written confirmation from Seller's bank for BAD's validity and genuineness:

- i. Seller's invoice (fax or email copy)
- ii. Transport Document (fax or email copy)

Documents prepared in Chinese, Russian and English languages are all acceptable.

Minor mistakes and misprints in the documents are acceptable.

e) Acceptable Banks

The banks in the following two groups are acceptable to Seller for issuance of BAD, and the Buyer shall have BAD issued by one of the following banks with Seller's written confirmation.

The bank from the first group shall be preferable to Seller.

First group:

- The People's Bank of China
- Industrial and Commercial Bank of China
- Agriculture Bank of China
- China Construction Bank
- Bank of Communications

Second group:

- China Minsheng Bank Corporation
- China CITIC Bank
- China Merchants Bank
- Shanghai Pudong Development Bank
- Bank of Shanghai

4.3 Security of the Buyer's Payment Obligations

4.3.1 Parent company guarantee

The Buyer shall provide the Seller with the Buyer's parent company guarantee securing the performance of all the Buyer's obligations under the Contract. The guarantee shall be provided within 10 (ten) Business Days after a relevant Seller's request and shall be in writing, in the form satisfactory for the Seller and issued for the term of the Contract plus 6 (six) months. In the absence of the Buyer's

票, 以获得卖方的初步书面确认。

ii. 买方应自合同生效日期起五 (5) 个工作日内, 以卖方书面确认的形式出具银行签发的银行承兑汇票。但无论如何, 买方应在货物到港前七 (7) 天出具银行承兑汇票。

iii. 有关银行承兑汇票开具的费用应由买方支付。

iv. 银行承兑汇票出具的数额为价格 X 即将交付货物的运输数量 X 100% (百分之一百)。

v. 买方 (或者买方银行) 应在合同生效日期后的七 (7) 天内向卖方银行提交银行承兑汇票。卖方银行根据适用的相关规则在期限内检查并确定银行承兑汇票的有效性和真实性, 或者做出银行承兑汇票无效的决定 (如果存在此种情况)。

d) 文件

卖方收到卖方银行对银行承兑汇票的有效性和真实性的书面确认后, 卖方向买方提供下列文件:

- i. 卖方的发票 (传真或电子邮件副本);
- ii. 运输单据 (传真或电子邮件副本)。

以俄语、中文、英文书就的文件都是可以接受的。

文件的微小错误和印刷错误是可以接受的。

e) 可接受的银行

卖方可以接受下列两组银行签发的银行承兑汇票。买方向下列两组银行中经卖方书面确认的银行申请银行承兑汇票。

卖方推荐买方向第一组中的银行申请银行承兑汇票。

第一组:

- 中国人民银行
- 中国工商银行
- 中国农业银行
- 中国建设银行
- 交通银行

第二组:

- 中国民生银行
- 中信银行
- 招商银行
- 浦发银行
- 上海银行

4.3 买方付款义务的保证

4.3.1 母公司保证

买方应当向卖方提供其母公司出具的保证函, 保证买方履行合同项下的所有义务。保证函应在卖方提出相应请求之后的 10 (十) 个工作日内按照卖方满意的格式以书面形式提供给卖方, 保证函的有效期为合同期限加上 6 (六) 个月。如果买方没有母公司, 保证函

parent company, the guarantee maybe issued by an Affiliate(s) or other third party (ies) as agreed with the Seller.

The Seller is not obliged to supply the Goods until the requested guarantee is duly furnished and the Buyer shall pay to the Seller for any and all related costs in connection with such delay. If the Buyer delays the provision of the guarantee for more than 10 (ten) Business Days, the Seller is entitled to terminate the Contract.

4.3.2 Defective Performance of Obligations

In the event the Buyer fails to perform or delays the performance of any obligations hereunder at least 2 (two) times during any consecutive 6 (six) months or delays any of the obligations at least once for more than for 1 (one) month, then the Seller shall be entitled by written notice to the Buyer: (i) change the payment terms of the Goods to Prepayment (Clause 4.2.2) and/or (ii) request from the Buyer additional reasonable means of security of obligations, which the Buyer must provide within 15 (fifteen) Business Days following the relevant request. The change shall come into force with the next dispatch of the Goods after the notification. The Seller is entitled to suspend delivery of the Goods until the Goods are paid (as provided in Clause 4.2.2) and/or additional security of obligations is provided. In addition to the foregoing should the Buyer fails to perform any of its payment obligations (including interest payment) for more than for three (3) days the Seller shall be entitled to suspend the shipment of the Goods till the moment when all obligations are fulfilled by the Buyer in full. Such suspension shall not constitute a delay for the purposes of liquidated damages 5.1).

4.3.3 Stand-by Letter of Credit

a) Issuance of the Stand-by Letter of Credit

The Buyer shall issue the Stand-by Letter of Credit within 5 (five) Business Days from the Longstop Date in strict accordance with the terms and conditions set out in Article I of the Contract.

b) The validity period for the Stand-by Letter of Credit

The validity period for the Stand-by Letter of Credit is 90 (ninety) days.

c) Documents

The documents to be provided by the Seller pursuant to the requirements of a Stand-by Letter of Credit shall be the following:

- (i) Seller's invoice (fax or email copy);
- (ii) Transport Document (fax or email copy).

d) Stand-By Letter of Credit procedure

The Buyer shall effect the payment 100% (one hundred per cent) of the amount specified in the Seller's invoice within the term specified in the Contract. In case of the Buyer's failure to effect the payment on the due date in accordance with the Contract the payment should be done by the aforesaid Stand-By Letter of Credit against the presentation by the Seller to the Seller's bank specified in the Seller's invoice of the following documents:

可以由**关联方**或**卖方**同意的其他第三方出具。

在**卖方**要求的保证函以适当的方式提供给**卖方**之前，**卖方**并无义务供应**货物**。**买方**应当支付**卖方**与迟延提供保证函相关的任何和所有损失。如果**买方**迟延提供保证函达 10 (十) 个工作日内，**卖方**有权终止合同。

4.3.2 瑕疵履行义务

如果**买方**在任何连续的 6 (六) 个月内至少 2 (二) 次未能履行或迟延履行任何义务，或在 1 (一) 个多月内至少一次迟延履行任何义务，则**卖方**有权以书面形式通知**买方**：(1) 修改**货物**付款条款，采用预付款方式(第 4.2.2 条)；和/或(2) 要求**买方**提供额外的履行义务的合理担保方式，而**买方**必须在**卖方**提出相关要求后 15 (十五) 个工作日内提供前述担保。此等修改应当在做出通知后下一批次**货物**发送时生效。**卖方**有权在获得**货物**付款(根据第 4.2.2 条的规定)和/或**买方**提供额外担保前中止**货物**的交付。和/或提供额外的债务担保。除上述以外，如果**买方**超过三 (3) 日未能履行任何付款义务(包括利息支付)，**卖方**有权暂停**货物**装运，直到**买方**完全履行所有义务为止。此类暂停无需承担第 5.1 条规定的延期违约金。

4.3.3 备用信用证

a) 备用信用证的出具

买方应当严格遵守合同第 I 条的条款和条件，自**最后**生效日起 5 (五) 个工作日内出具备用信用证。

b) 备用信用证的有效期

备用信用证的有效期为 90 (九十) 天。

c) 文件

根据信用证的要求，**卖方**应当提供以下文件：

- (i) **卖方**的发票(传真或电子邮件副本)；
- (ii) **运输单据**(传真或电子邮件副本)。

d) 备用信用证的程序

买方应当在合同规定的期限内 100% (百分之百) 支付**卖方**发票上所示金额。

如果**买方**未能在合同规定的付款日期付款，前述款项应在**卖方向**发票所示的**卖方**银行提交以下文件后由前述备用信用证支付：

(a) the Seller's (Beneficiary) letter with the following statements (telex, fax or email acceptable):

- the Seller has delivered the Goods in conformity with the Contract and that the invoice has been sent to the Buyer; and
- the payment in accordance with the Seller's invoice for delivery of the Goods is properly due to the Seller, and such payment has not been made to the Seller by the Buyer within the terms of the Contract;

(b) copy of the Seller's invoice (telex, fax or email acceptable);

(c) Transport Documents (telex, fax or email acceptable).

e) Stand-by Letter of Credit Conditions

The payment for the Goods shall be effected by the Buyer as follows:

- i. The Buyer shall issue in favor of the Seller an irrevocable Stand-By Letter of Credit payable in strict accordance with the terms and from a bank and in a form confirmed in writing by the Sellers but in any case prior to the Goods dispatch.
- ii. The Stand-By Letter of Credit shall be issued in the amount of 110 % (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity as the case may be and shall be valid for a period specified in Article I of the Contract, save that the Buyer shall extend respectively the validity of the Stand-by Letter of Credit in case of Force Majeure Event.
- iii. The Buyer shall provide the Seller with the draft of such a Stand-By Letter of Credit for the preliminary Seller's written approval.
- iv. Expenses in connection with the opening, amendment and utilization of the Stand-By Letter of Credit shall be paid by the Buyer.
- v. Any and all costs, loss or damage incurred by the Seller as a result of the Buyer's failure to comply with this Clause 4.2 shall be for the Buyer's account.

4.3.4 Reissue of the Guarantee

If the guarantee, including but not limited to bank guarantee, of a parent company or of any other third party(ies) specified in the Clause 4.3.1 hereof and/or the Letter of Credit, and/or the Stand-by Letter of Credit, which were provided by the Buyer to the Seller in accordance herewith, (hereinafter referred to as the "Guarantee", collectively - the "Guarantees") ceases or threatens to cease to be effective and/or valid due to US sanctions and/or EU sanctions, bankruptcy, insolvency, reorganization, liquidation, revocation of a licence or similar proceedings in respect of bank, parent company or any other third party(ies) specified in the Clause 4.3.1 hereof, and/or for any other reason, not related to the Seller, prior

(a) 卖方（受益人）的函件（可接受电报、传真或电子邮件），含有以下陈述：

- 卖方已按合同规定交付货物且发票已发送给买方；及
- 因货物交付，发票所列的款项应付予卖方，并且买方未在合同规定的期限内向卖方支付此等款项；

(b) 卖方发票的副本（可接受电报、传真或电子邮件）；

(c) 运输单据（可接受电报、传真或电子邮件）。

e) 备用信用证条款

买方应按照下列方式支付货物的款项：

- i. 买方应出具一份以卖方为受益人的不可撤销备用信用证，该备用信用证在严格遵守其条款并以卖方书面确认的形式由银行支付，但在任何情形下出具前述备用信用证应当先于货物发送。
- ii. 备用信用证的金额应当是计划合同数量或计划月数量（视具体情况而定）金额的 110%（百分之一百一十），并且应当在合同第 1 条规定的期间内有效。前述不包括发生不可抗力事件时买方应相应延长信用证有效期的情况。
- iii. 买方应当向卖方提供其起草的该等备用信用证以获得卖方初步书面认可。
- iv. 有关备用信用证开立、修改和使用的费用应当由买方支付。
- v. 由于买方未能遵守第 4.2 条的规定而导致卖方产生的任何及所有的费用、损失或损害，应当由买方承担。

4.3.4 重新出具保函

若买方根据合同提供给卖方的合同第 4.3.1 条中规定的由母公司或其他任何第三方的保函（包括但不限于银行保函）和/或信用证，和/或备用信用证（以下简称“保函”，统称为“保函”）在规定的期限之前由于美国制裁和/或欧盟制裁、破产、资不抵债、重组、清算、撤销许可或与银行、本公司第 4.3.1 条中规定的母公司和/或其他任何第三方有关，但与卖方无关的任何其他原因失效或可能失效的，买方应立即但不迟于本条款规定事件发生后的 10（十）天内根据以上程序，按照相同的条件重新开具保函。买方未能在规定期限内重新开具保函的，卖方有权书面通知买方在提供新的保函前暂停履行合同下的所有义务，和/或撤销和/或重新销

to the term herein stipulated, the Buyer shall reissue such Guarantee on the terms and conditions and in accordance with proceedings hereof, promptly but not later than 10 (ten) days from the occurrence of any event indicated in this Clause. Where the Buyer fails to reissue the Guarantee within the specified term, the Seller is entitled upon written notification of the Buyer to suspend performance of all and any obligations hereunder until the new Guarantee is provided, and/or cancel and/or resell or otherwise dispose of the Goods to any third party. The Seller shall be not liable for such suspense of the obligation's(s') performance, and/or cancellation, and/or resale and any other disposal of the Goods. The Buyer shall not be entitled for any claims in connection with such acts of the Seller notwithstanding anything to the contrary herein and in the applicable law.

In any case the Buyer shall reimburse to the Seller within 7 (seven) days from receipt of the written demand all and any costs, charges, expenses and losses, including related to storage, transport, resale and disposal of the Goods, demurrage, incurred by the Seller in connection with non-performance or improper performance of obligation for the Guarantee's/Guarantees' reissue by the Buyer.

4.4 Quality and Quantity of the Goods

4.4.1 Quality

Save where the Buyer requires a quality inspection pursuant to Clause 4.4.3, the quality of the Goods shall be confirmed by a Certificate of Quality issued by the Seller or by the Manufacturer of the Goods as the case may be.

4.4.2 Quantity

a) The Planned Contract Quantity and/or the Planned Monthly Quantity specified (as the case may be) in the Contract, unless otherwise agreed by the Parties in the Contract, shall be subject to a tolerance of +/-10% (plus/minus ten per cent) in the Seller's option.

b) The Actual Contract Quantity and/or the Actual Monthly Quantity delivered under the Contract shall be equal to the quantity stated in respective Transport Document.

c) The Actual Contract Quantity shall be the basis for determining the Total Goods Value.

d) Subject to the Contract terms and conditions the tolerance for Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) may be 10% (ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively without any right for the Buyer to claim that the Seller will have to meet the Planned Contract Quantity or the Planned Monthly Quantity specified in the Contract, and/or take back any surplus quantities to the Planned Contract Quantity or the Planned Monthly Quantity specified in the Contract as the case may be.

e) In the event that the Seller is not able to supply the Planned Monthly Quantity or the Planned Contract Quantity of the Goods within specified period because of the reduction of the Manufacture production capacity, provided that the Seller informed the Buyer of this reasonably in advance, the Parties shall mutually agree delivery terms for

售或以其他形式将货物处置给任何第三方。对上述暂停履行义务和/或撤销和/或重新销售以及其他货物处置方式，**卖方**不承担任何责任。尽管**合同**和适用法律中有相反规定，**买方**无权就**卖方**采取的上述行为提出索赔。

在任何情况下**买方**应在收到要求赔偿**卖方**因**买方**未履行重新出具**保函**的义务或履行义务不当所引起的所有成本、费用、支出和损失（包括**货物**储存、运输、重新销售和处置有关的费用）、滞留费的请求起 7（七）天内进行赔偿。

4.4 货物的质量和数量

4.4.1 质量

除**买方**根据第 4.4.3 条要求质量检查外，**货物**的质量由**卖方**或**货物的制造方**（视具体情况而定）出具的**质量证书**确认。

4.4.2 数量

a) 除非协议双方在**合同**中另有规定，**合同**中规定的**计划合同数量**和/或**计划月数量**（视具体情况而定）可由**卖方**选择有 +/-10%（增减百分之十）的浮动。

b) 根据**合同**交付的**实际合同数量**和/或**实际月数量**应当等于在相应的**运输单据**中注明的数量。

c) **实际合同数量**应为确定**总价**的基础。

d) 根据**合同**条款和条件规定，**实际合同数量**或**实际月数量**（视具体情况而定）可以与相应的**计划合同数量**或**计划月数量**存在 10%（百分之十）的偏差。**买方**对此无权请求**卖方**必须补齐**合同**规定的**计划合同数量**或**计划月数量**（视具体情况而定）和/或收回任何超出**合同**规定的**计划合同数量**或**计划月数量**（视具体情况而定）的部分。

e) 如果由于制造生产能力的降低，**卖方**不能在**规定**时间内提供**计划每月数量**或**计划合同数量**的**货物**，只要**卖方**事先合理地通知**买方**，则**协议**双方就**货物**的未交付数量相互商定交货条件并应考虑**卖方**的建议；但**协议**双方应商定并认可**卖方**无义务，

the outstanding quantity of the Goods, and the Seller's suggestions shall be taken into account; provided, however, that it is agreed and acknowledged by the Parties that the Seller will not be obliged and is not expected and may not be required to supply in excess of the production capacity of the Manufacture. The Parties acknowledge that the remedy provided in this Clause will be the sole remedy that the Buyer will have in the event the Seller is not able to supply the Planned Monthly Quantity or the Planned Contract Quantity of Goods during the relevant period.

f) In the event that the Buyer orders less Goods than the Planned Monthly Quantity or the Planned Contract Quantity for a relevant period, the Seller at its own discretion may either: (i) agree to supply the outstanding quantity of the Goods in the next period (the supply schedule shall be decided by the Seller, however, the Buyer's suggestions may be taken into account); or (ii) request the payment of 10% (ten per cent) of the Price of the outstanding quantity of the Goods as liquidated damages of the Seller (the Parties agree that the above amount is genuine pre-estimate of liquidated damages the Seller will suffer if the Seller supplies the Goods less than the Planned Monthly Quantity or the Planned Contract Quantity. Without prejudice to the above, however, if the amount of actual damages exceeds the above amount, the right of the Seller to claim the actual amount of damages shall not be limited). The Seller shall notify the Buyer the option it chooses to proceed in writing, however, the failure to notify will not evidence the waiver of the Seller's rights described above.

4.4.3 Quality and Quantity Inspection

a) Unless otherwise agreed by the Parties in the Contract, quality and quantity inspection is to be determined at the Place of Shipment (applicable for EXW, FCA, CPT, CIF, FOB, CFR) or the Place of Destination (applicable for DAP, DDP) (as may be applicable in accordance with the Contract or the GTC) by an Inspector such as SGS or similar internationally recognized inspection company mutually agreed between the Parties and in accordance with the standard practice (i) at the place of the inspection or (ii) of the Inspector if there is no standard practice at the place of inspection, unless the Contract or the GTC provides otherwise.

b) The quantity Inspection of the liquid Goods shall be as per the quantity in vacuum (unless the Contract explicitly applies measurement in air or the other method of measurements). The Bill of Lading quantity of the Goods shall be stated based on the Inspection. Inspection of the other categories of the Goods is to be made upon the Buyer's request, the Seller shall be notified of the inspection at least 7 (seven) days in advance and the Buyer shall provide the Seller's representative opportunity to present in order to observe the Inspection.

c) In the event of determination by the quantity Inspection that the quantity of the Goods does not conform with the quantity stated in the Transport Document for more

不期望也无须提供超出生产能力的货物。协议双方认可，如果卖方在相关期间内不能提供计划每月数量或计划合同数量的货物，则本条款中规定的补救措施将是买方可获得的唯一补救措施。

f) 如果买方在相应期间内订购少于计划月数量或计划合同数量的货物，则卖方有权自行决定：

(1) 同意在下一个期间供应未交付货物（供货日程应当由卖方确定，但买方的建议可作参考）；或

(2) 要求买方向卖方支付未交付货物价格的 10%（百分之十）作为违约金（协议双方同意上述金额是卖方由于供应少于计划月数量或计划合同数量的货物而遭受损失的真实预估。在不影响前述规定的前提下，如果实际的损失金额超过上述违约金金额，则不得限制卖方请求实际损失的权利）。卖方应当就其作出的选择以书面形式通知买方，但卖方未作通知不得构成卖方放弃其上述权利的证据。

4.4.3 质量或数量检查

a) 除非协议双方在合同中另有约定，质量和数量的检查将在装运地（适用于 EXW, FCA, CPT, CIF, FOB, CFR）或目的地（适用于 DAP, DDP）（以可能适用的合同或通用条款规定为准）决定，由协议双方同意的诸如 SGS 或国际上认可的类似检查公司作为检查方根据以下标准惯例进行：（1）检查地的标准惯例；或（2）如果在检查地没有标准惯例，则根据检查方的标准惯例，除非合同或通用条款另有规定。

b) 液体货物的数量检查应当以真空中的数量为准（除非合同明确适用于空气中检测）或者其他测量方式。提单中记载货物的数量应当以检查结果为基础。其他种类的货物检查将在买方请求时进行。卖方应当至少提前 7（七）天获得检查的通知，而买方应向卖方代表提供到场的机会以查看检查的进行。

c) 如果数量检验确定货物数量与运输单据规定的数量不符超过 0.5%（百分之零点五）（“允许偏

than 0.5 % (zero point five per cent) (the "Permitted Deviation") the Goods shall be accepted by the value defined by the quantity Inspection with issuance of the respective off-loading acts signed by an Inspector.

d) The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach of its obligations in respect of delivery the Goods in the quantity provided by the Contract and the Buyer shall not be entitled to claim any losses, or liquidated damages, or any other claims concerning any quantity deviation below the Permitted Deviation.

e) All claims concerning quantity deviation in excess of 0.5 % (zero point five per cent) shall be submitted by the Buyer according to Clause 4.5. For the avoidance of any doubt, where it is determined that the quantity deviation is in excess of the Permitted Deviation, the Seller shall be responsible only in respect of undelivered quantity above 0.5 % (zero point five per cent).

f) The inspection results shall be documented in the Inspector's Report and shall be conclusive and binding on the Parties for invoicing purposes, for quality purposes and/or for quantity purposes and shall be final and binding for both Parties, except in case of fraud or manifest error.

g) In the event that (i) the quality of the Goods does not conform with the contractual Specification or (ii) the quantity of the Goods does not conform the conditions of the Contract, the Parties shall discuss the Buyer's remedies for such non-conforming the Goods. The remedies may include, for example, a price adjustment for the Goods. The outcome of the Parties' discussion shall be documented in a written Amendment, which shall take effect from the Amendment Effective Date agreed between the Parties.

h) The costs of the inspection (as per terms of Clauses a) and b)) shall be equally shared between the Seller and the Buyer (and the terminal, if the terminal participates in the inspection). Any other inspections and related services, if required by the Buyer, shall be paid solely by the Buyer; provided, however, that only results of the inspections as provided in Clauses a) and b) will have the final and binding effect on the Parties.

i) The Inspector shall issue his report to the Seller and the Buyer as soon as practicable. The Inspector shall retain samples taken for at least 90 (ninety) days from the date of inspection.

4.4.4 Deviation from the Planned Amount of the Goods

a) In case the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 100% (one hundred per cent) but less than or equal to 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively the Buyer shall effect the payment of such outstanding balance within 3 (Three) Banking) Days of an appropriate Seller's invoice.

b) In case the Actual Contract Quantity or the Actual

差"), 则货物应按数量检验确定的值进行验收, 由检查员签发相应的卸货报告。

d) 协议双方认可并同意, 在任何情况下都不应认为**卖方**违反了按**合同**规定数量交货的义务, **买方**无权要求赔偿任何损失、违约金或任何针对数量偏差低于允许偏差的其他索赔。

e) 所有针对数量偏差超过 0.5% (百分之零点五) 的索赔应由**买方**根据第 4.5 项提出。为了避免任何疑议, 如果确定数量偏差超过**允许偏差**, **卖方**只对 0.5% (百分之零点五) 以上的未交付数量负责。

f) 检查结果应在**检查方报告**中列明, 检查结果就开具发票、保证质量和/或保证数量之目的对**协议双方**而言是结论性的和具有约束力的。并且检查结果对于**协议双方**而言是应当是终局的且具有约束力, 欺诈或明显错误的情形除外。

g) 如果 (i) **货物**的质量不符合约定的**规格**或 (ii) **货物**的数量不符合**合同**的条件, 协议双方应当讨论在前述不符合的情形下**买方**享有的救济方式。救济方式可以包括如调整**货物**价格等。**协议双方**讨论结果应当在书面**修改协议**中列明。**修订协议**于**修订生效日**生效。

h) 检查的费用 (根据本条 a) 款和 b) 款的规定) 应当由**卖方**和**买方** (和码头方, 如果码头方参与了检查) 平均承担。**买方**要求的任何其他检查和相关服务由**买方**独自承担; 前提是仅本条 a) 款或 b) 款规定的检查结果对于**协议双方**而言是终局性的和有约束力的。

i) **检查方**应尽快向**卖方**和**买方**出具报告。**检查方**应当将样本自检查之日起保留至少 90 (九十) 天。

4.4.4 货物计划数量的偏离

a) 如果**实际合同数量**或**实际月数量** (视具体情况而定) 分别超过**计划合同数量**或**计划月数量**的 100% (百分之百) 但小于或等于**计划合同数量**或**计划月数量**的 110% (百分之一百一十) 的, **买方**应当在**卖方**提交适当的**发票**之后 3 (三) 个银行日内支付**实际合同数量**或**实际月数量**和**计划合同数量**或**计划月数量**之间的差额价款。

Monthly Quantity (as the case may be) is less than 100% (one hundred per cent) but in excess of or equal to 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Seller shall at its own decision has the option to either: (i) meet the Planned Contract Quantity or the Planned Monthly Quantity (as the case may be) in further deliveries, (ii) repay to the Buyer (pay back, return) the Prepayment paid by the Buyer for the Goods not delivered within 3 (three) Banking Days after the execution of the respective Verification Act (option (ii) is not applicable to post payment of the Goods); or (iii) apply such amount of the Prepayment paid by the Buyer for the Goods not delivered to the further deliveries of the Goods (if applicable). In either event the conditions set forth in this Clause shall be the Buyer's sole and exclusive remedy for such short delivery, howsoever caused, always excepting fraud, and the Seller shall have no other liability to the Buyer whatsoever.

c) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Buyer at its own option shall have the right to either: (i) return any quantity in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively to the Seller at the Seller's expense, or (ii) to retain any Goods quantity in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively upon its agreement to pay the Price for the entire quantity taken provided that any of such Buyer's decisions shall be made within 1 (one) day after Delivery Date of the respective Goods. The payment for such Goods shall be made by the Buyer within 3 (Three) Banking Days after the Seller's invoice date.

d) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Buyer has the right to require the Seller to pay to the Buyer direct losses incurred by the Buyer in connection with the event where Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, provided that such direct losses are evidenced by the sufficient documents; such payment shall be made within 7 (seven) days after the execution of the respective Verification Act by the Parties. It is expressly mutually agreed and acknowledged by the Parties that in any case maximum amount of the direct losses may not exceed 10% (ten per cent) of the price of the Goods which were not delivered. Subject to all other conditions of the GTC, where the Seller is exempt from any liability (responsibility), in either event the Buyer's rights set forth in this clause shall be the Buyer's sole and exclusive remedy for such short delivery, howsoever caused, always

b) 如果实际合同数量或实际月数量（视具体情况而定）分别小于计划合同数量或计划月数量的100%（百分之百）但大于或等于计划合同数量或计划月数量的90%（百分之九十），卖方应当有权决定选择：（1）在后续交付中分别补齐计划合同数量或计划月数量（视具体情况而定）；（2）在签署相应确认函之后的3（三）日内向买方返还（退还、返还）未交付货物的预付款（选择（2）不适用于货物后付款的情况）；或者（3）将买方已支付但未发货的预付款转为将来交付货物的预付款（如适用）。在任一种情形下，本条规定的剩余数量的交付、前述补偿的支付或转换为即将交付货物的预付款应当是买方在未足额交付时（无论何原因导致未足额交付，欺诈除外）仅有和唯一的救济，卖方对买方不负有任何其他义务。

c) 如果实际合同数量或实际月数量（视具体情况而定）分别超过计划合同数量或计划月数量的110%（百分之一百一十），买方应当有权选择：（1）由卖方承担费用将任何分别超过110%（百分之一百一十）计划合同数量或计划月数量的部分返还给卖方；或（2）同意保留任何分别超过计划合同数量或计划月数量的110%（百分之一百一十）部分的货物，并向卖方支付全部数量的价格，前提是买方的任何决定应当在货物交付日之后的1（一）天内作出。买方应在卖方开具发票日期后3（三）个银行日内支付货物价格。

d) 如果实际合同数量或实际月数量（视具体情况而定）分别小于计划合同数量或计划月数量的90%（百分之九十），买方有权要求卖方赔偿因实际合同数量或实际月数量（视具体情况而定）分别小于计划合同数量或计划月数量的90%（百分之九十）给买方造成的直接损失，前提是该等直接损失有充分的文件证明。前述赔偿应在双方签收确认函之后的7（七）天内支付。协议双方一致同意并认可，在任何情形下，直接损失的最大额均不能超过未交付货物价格的10%。受限于本通用条款的其他所有规定，本条规定应当是买方在此等未足额交付时（无论何原因导致未足额交付，欺诈除外）仅有和唯一的救济，卖方对买方不负有任何其他义务。

excepting fraud, and the Seller shall have no other liability to the Buyer whatsoever.

e) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively and the Buyer fails to state its intention to return excess the Goods within the period specified above, the Buyer will be deemed irrevocably to have retained the excess the Goods and will accordingly pay for the excess the Goods retained within 3 (three) Banking Days after the Seller's invoice.

f) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively and the Buyer fails to state request to compensate within 10 (ten) days after the Delivery Date, the Buyer will be deemed irrevocably agreed with the Seller's obligation to meet the Planned Contract Quantity or the Planned Monthly Quantity respectively (as the case may be) in further deliveries.

4.5 Claims

4.5.1 Claims if any on quality and/or quantity of the Goods to be provided by the Buyer to the Seller within 45 (forty-five) Business Days after the Delivery Date, unless other terms are not specified by the Parties in the relevant clauses of the GTC. If the Buyer fails to make a claim within the agreed period of 45 (forty-five) days after the Delivery Date such claim will automatically be considered as time barred, null and void, and such delivered the Goods shall be deemed accepted by the Buyer and in accordance with all terms and conditions of the GTC and further claims in respect of the quality and/or quantity of the Goods are not permitted and may not be enforced.

4.5.2 The Buyer shall not be entitled to use a claim in relation to a particular shipment of Goods as a basis for the refusal to accept other shipments of the Goods delivered under the Contract, or the Goods delivered pursuant to any other Contract agreed between the Parties.

4.5.3 Unless otherwise specified in the Contract, the GTC and/or by applicable law any cause of action and/or claim that Buyer may have against Seller under the Contract shall be brought within two (2) years after the cause of action and/or claim accrues, failing which the Buyer shall be deemed to have waived its rights relating thereto.

PARAGRAPH V RESPONSIBILITIES OF PARTIES

5.1 Delivery liquidated damages

For each full Week that the Seller delivers the Goods late commencing 30 (thirty) days after the latest date of delivery/shipment (whichever provided by the Contract), the Buyer shall be entitled to demand liquidated damages from the Seller for such delivery delay in the amount equal to

e) 如果实际合同数量或实际月数量（视具体情况而定）分别超过计划合同数量或计划月数量的110%（百分之一百一十），但买方未能在前述规定的期间内表明其将退还多交付的货物，则视为买方不可撤销地保留多交付的货物。买方应当在卖方开具发票之后3（三）个银行日内相应支付其所保留的多交付货物的款项。

f) 如果实际合同数量或实际月数量（视具体情况而定）分别小于计划合同数量或计划月数量的90%（百分之九十），但买方未能在交付日后10（十）天内提出补偿请求，则买方将被视为不可撤销地同意卖方在后续交付中分别补齐计划合同数量或计划月数量（视具体情况而定）。

4.5 索赔

4.5.1 如有任何针对货物质量和/或数量问题的索赔，买方应在交付日后45（四十五）营业日内向卖方提出，除非通用条款中有其他期限规定。如果买方未在约定的交付日后的45（四十五）天内提出索赔，则前述索赔将自动视为已过时效且无效；前述货物的交付视为被买方接受且符合通用条款所有条款和条件，关于货物的质量和/或数量的进一步索赔将不被允许，且可能不可执行。

4.5.2 买方无权以针对某一特定批次货物的索赔为由拒绝接受合同项下的其他批次交付的货物，或者拒绝接受根据协议双方其他合同交付的货物。

4.5.3 除非合同、通用条款或者适用法律另有规定，否则买方根据合同可能对卖方提起的任何诉由和/或索赔应在诉由和/或索赔发生后两（2）年内提出，否则买方应被视为放弃其相关权利。

第五 条 协议双方的责任

5.1 迟延交付违约金

在合同规定的最晚交付日/装船日的30（三十）日后，就卖方每一整周的迟延，买方有权每日按迟延交付货物价格的0.1%（百分之零点一）收取卖方迟延交付违约金，但最高不得超过迟延交付货物价格的10%（百

0.1% (one tenth of one per cent) of the price for the late delivered Goods per day, up to a maximum of 10% (ten per cent) of the price for the late delivered Goods per day.

The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach under the Contract due to any late delivery and the Buyer shall not be entitled to liquidated damages until the Seller is at least more than 30 (thirty) days late under the terms and conditions specified in the Contract. The Seller shall not be liable to the Buyer in liquidated damages for delay caused by a Force Majeure Event, failure or default on the part of the Buyer, or where the Seller is entitled to delay delivery pursuant to the terms of the Contract.

The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach under the Contract due to any late delivery or non-delivery of the Goods and the Buyer shall not be entitled to claim any losses, or liquidated damages, or any other claims in case of the planned Manufacture production capacity repair. Provided that the Seller shall notify the Buyer of such repair not later than one week prior to the month when the repair is planned. The Parties acknowledge and agree that Seller's notification of the repair is enough and sufficient evidence and confirmation of the planned repair.

THE LIQUIDATED DAMAGES UNDERLINED IN THIS SUB-CLAUSE TOGETHER WITH THE TERMINATION RIGHTS SET OUT AT CLAUSE 6.7.3 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY LATE DELIVERY OF ANY GOODS OR PART THEREOF AND THE SELLER SHALL HAVE NO FURTHER LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY, OR INCLUDING DELIBERATE REPUDIATORY BREACH OF THE CONTRACT).

5.2 Interest for late payment

In case the Buyer fails to comply with the terms of the payment set out in the Contract the Buyer shall pay to the Seller interest on the outstanding amount for each day of delay at the rate of eight per cent (8%) per annum.

5.3 Suspension

If the conditions or terms of payment are breached by the Buyer the Seller may, at the Seller's option, either suspend delivery of the Goods to the Buyer or unilaterally terminate the Contract. Such suspension shall not constitute a delay for the purposes of liquidated damages.

5.4 Late acceptance

In the event that the Buyer fails or refuses to accept delivery of the Goods or any part thereof pending laytime (i.e. have not commenced the accepting and unloading/loading of the Goods as the case may be; or furnished the Seller with explanation of delay and further instructions as regards the Goods satisfactory for the Seller); provided that such Goods have been delivered in accordance with the terms of the Contract, without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller is entitled to pass the Goods

分之十) 每日。

协议双方承认并同意在任何情形下, 卖方均不得因任何迟延交付而被视为违约并支付违约金, 除非卖方根据合同规定的条款和条件迟延交付至少 30 (三十) 日以上。由于不可抗力事件、买方的过失或违约或卖方根据合同的条款有权迟延而导致的迟延交付, 卖方不对买方承担违约金的义务。

协议双方认可并同意, 在任何情况下, 卖方都不应因延迟交货或未交货而被视为违反合同约定, 且买方无权要求任何损失、违约金或任何针对计划内产能检修的其他索赔。卖方应不迟于计划检修月份前一周通知买方检修情况。协议双方认可并同意卖方关于检修的通知是计划检修的足够、充分的证据以及确认。

本条款所规定的违约金及第 6.7.3 条规定的解除权利应当是买方对于任何货物或部分货物的任何迟延交付所仅有的和唯一的救济, 在任何情形下卖方均不承担任何进一步的责任, 无论基于合同或侵权 (包括过失或严格责任或故意违约)。

5.2 迟延付款的利息

如果买方未能按合同规定付款, 买方应向卖方支付利息, 利息按未付款项 8% 的年利率计算。

5.3 中止履行

如果买方违反付款的条件或条款, 则卖方有权自行选择中止向买方交付货物或单方面终止合同。该中止不构成需承担违约金的迟延。

5.4 迟延接受

如果买方在装卸期间内未能接受或拒绝接受货物或部分货物的交付 (例如未开始接受及卸载/装载货物 (以具体情况为准); 或未向卖方提供令卖方满意的迟延解释及有关货物的进一步指示), 而该货物根据合同条款已交付, 则在不影响卖方根据合同或适用的法律享有其他权利的前提下, 卖方有权将货物转移给合适的当地物流和/或仓储公司或保管方并由买方承担风险和费用, 卖方应当在合理的时间内通知买方。卖方有

to an appropriate local logistics and/or storage company at the Buyer's risk and expense of which the Buyer shall be notified within a reasonable time. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The quantities of the Goods passed confirmed by such a logistics or storage company upon receipt of the Goods shall be deemed as due confirmation of the quantities of the Goods delivered by the Seller; the term for quality claims for the Goods specified in Clause 4.5 shall commence as of the expiration of the laytime. The Seller shall be entitled to claim without limitation all and any transport and/or insurance cancellation costs, storage costs, additional transport costs, customs duties, demurrage and other similar or related costs and all expenses arising out of or in connection with such late acceptance from the Buyer till the moment when the Goods are taken by the Buyer.

5.5 The Seller's disposal rights

In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails or refuses to accept delivery of the Goods or any part thereof within 5 (five) days after the Delivery Date unless otherwise mutually agreed by the Parties, entirely without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller shall at its sole discretion be entitled to sell the quantity of the Goods which were not taken by the Buyer. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The Seller is also entitled either to: to demand the Buyer to reimburse all Seller's costs of sale including, without limitation, storage costs, additional transport costs, customs duties, and other similar or related reasonable costs and expenses together with any difference in the price obtained for the Goods when compared to the Price of the Goods set out in the Contract; or to deduct the amount of the received advance payment (applicable to the prepayment or CAD) for the damages incurred by the Seller as a result of such refusal; after calculating the damages the remaining part of the advance payment shall be either returned to the Buyer or offset against further deliveries. The Seller is entitled to exercise its right hereunder irrespective if the title to the Goods has passed to the Buyer under the Contract or not.

5.6 Limitations of Liability

5.6.1 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE WHETHER IN THE CONTRACT, IN TORT (INCLUDING GROSS NEGLIGENCE), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, OR ANY LOSS OF PROFITS (SAVE IN RELATION TO SELLER'S LOSS OF PROFIT ARISING FROM THE BUYER'S FAILURE OR REFUSAL TO TAKE OR ACCEPT DELIVERY OF THE GOODS OR ANY PART THEREOF CONTRARY TO THE TERMS OF THE CONTRACT) OR REVENUES, OR ANY

权在不考虑货物的所有权是否根据合同规定已转移给买方的前提下行使其权利。由该等物流或仓储公司一接手货物即确认的交付货物数量应当视为对卖方所交付货物数量的正式确认；第 4.5 条规定的针对货物质量的请求期限应当自装卸期间结束后开始计算。卖方应当有权请求因买方延迟接受而导致的或与之相关的所有费用和支出，包括但不限于：取消运输和/或保险的费用、仓储费用、附加运输费用、海关关税、滞期费或其他类似或相关的费用，前述费用和支出应计算至买方收取货物时为止。

5.5 卖方的处置权

除非协议双方另有约定，如果买方（或买方的授权代表，或买方的承运人等）在交付日后的 5（五）日内未能或拒绝接受货物或部分货物的交付，在完全不影响卖方根据合同或适用的法律享有其他权利的情况下，卖方应当有权自行出售买方未收取的货物数量。卖方有权在不考虑货物的所有权是否根据合同规定转移给买方的前提下行使前述权利。卖方亦有权选择：要求买方向卖方赔偿所有销售费用，包括但不限于仓储费用、额外的运输费用、海关关税和其他类似或相关的合理费用和支出，以及货物的处理价格与合同规定的货物的价格的任何差额；或者扣除所收到的预付款（适用于预付款或现金交单），以补偿卖方因此类拒收而造成的损失；在计算损失后，预付款的其余部分应退还给买方或用于支付进一步交货的货款。卖方有权在不考虑货物的所有权是否已经根据合同规定转移给买方的前提下行使前述权利。

5.6 责任限制

5.6.1 无论是基于合同、侵权（包括重大过失）、任何保证或其他规定，任一协议一方在任何情形下均不承担由货物或卖方履行或违反合同导致或引发的、与之相关的，任何间接的、特殊的、偶然的或附带的损失，或惩戒性或处罚性的损失或损害，或任何利润损失（因买方违反合同条款未能或拒绝收取或接受货物或部分货物的交付而给卖方造成的利润损失除外）或收入，或任何劳动成本，即使协议双方已经被告知该等损害的可能性。

COST OF LABOR, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SELLER'S PERFORMANCE UNDER, OR BREACH OF, THE CONTRACT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.6.2 FOR THE AVOIDANCE OF DOUBT, EITHER PARTY MAY SEEK TO RECOVER FROM THE DEFAULTING PARTY ANY ACTUAL DIRECT DAMAGES INCURRED AS A RESULT OF THE DEFAULTING PARTY'S BREACH OF CONTRACT (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS); PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING CONTAINED HEREIN, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SELLER'S LIABILITY IN CONNECTION WITH THE GOODS OR THE CONTRACT EXCEED THE PRICE (INCLUDING TRANSPORTATION COSTS) PAID TO THE SELLER BY THE BUYER FOR THE GOODS.

5.6.3 UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR THE BUYER'S LOSS OF PROFIT, NON RECEIPT OF REVENUE, BUSINESS INTERRUPTIONS, THE SUSPENSION OF COMMERCIAL ACTIVITIES, OR FOR ANY INDIRECT LOSS IRRESPECTIVE OF ITS CHARACTER AND REASON.

5.6.4 BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITIES SET FORTH HEREIN WERE BARGAINED FOR ON AN EQUAL FOOTING AND ARE CONDITIONS OF THE CONTRACT.

5.6.5 NOTHING IN THE CONTRACT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

5.7 Adverse Weather

The Parties shall not be liable for delay caused by adverse weather. Notwithstanding the customary rules at the Place of Destination the Parties agree to evenly split losses caused by the adverse weather conditions and beyond the insurance coverage or other compensation from third parties.

PARAGRAPH VI MISCELLANEOUS

6.1 Health, Safety and Environment

6.1.1 The Goods supplied by the Seller are in a condition which the Seller reasonable considers to not constitute a hazard to health or safety, provided that the Goods are handled, used and stored in accordance with industry best practice safety practices applicable to the Goods. The Buyer shall, for its own protection, consult the Manufacturer's Material Safety Data Sheet (MSDS) (if any), relevant codes of practice and factory inspectorates with

5.6.2 为避免歧义，任何协议一方均可从过错方处寻求因过错方违约造成的任何实际直接损失的赔偿（包括但不限于合理的律师费及费用）；尽管本条款有相关规定，在适用的法律所允许的最大程度内，卖方就与货物或合同承担的相关责任在任何情形下均不得超过买方为了货物向卖方支付的价格（包括运输费用）。

5.6.3 卖方在任何情形下均不对买方利润损失、收入损失、业务中断、商业行为中止，或其他任何间接损失承担任何责任，不管其特征和原因为何。

5.6.4 协议双方承认并同意本条规定的排他性救济和责任限制是在平等的条件下协商达成的并构成合同的条件。

5.6.5 合同中的任何内容均不得限制或排除任一协议一方由于过失或欺诈性陈述而导致的死亡或个人伤害的责任。

5.7 不利天气

协议双方不承担因不利天气造成迟延的责任。尽管目的地的可能有相关惯例，协议双方同意平等分担由于不利天气情况而造成的超出保险赔付或其他第三方赔偿范围的损失。

第六条 其他

6.1 健康、安全和环境

6.1.1 卖方供应的货物在其销售时被认为对健康或安全不会造成危险，前提是货物的处理、使用和保存符合行业最好的安全业务实践。就有关货物、其副产品和各类废品处理、加工和保存，买方应为其自身安全询问制造方关于卫生、安全、环保标准及其落实的材料安全数据表（MSDS）（如有）、相关操作规程及工厂标准。

regard to adequate hygiene, safety and environmental standards and enforcement thereof, with respect to handling, processing and storing of the Goods, their by-products and wastes of any sort.

6.1.2 The Buyer warrants to the Seller that it is aware of and understands the information in the MSDS for the Goods and it will adopt appropriate procedures to ensure that all persons or agents authorized by the Buyer to carry out any of the rights, duties or obligations of the Buyer under the Contract and all of the Buyer's other officers, employees, contractors and agents who are involved in the loading, transportation, delivery, handling or use of the Goods sold and delivered to the Buyer under the Contract are aware of, and comply with the information provided in the relevant MSDS.

6.1.3 The Buyer accepts the inherent risks associated with the Goods and shall accordingly have no claim of any kind against the Seller directly or indirectly arising from damage to any property or person as a result of direct or indirect exposure to the Goods.

6.1.4 The Seller shall not be liable for any cost, loss or damage resulting from the receipt of the Goods in non-compliant storage facilities. The Buyer shall indemnify the Seller against any claim which any third party might have or bring against the Seller in this respect.

6.1.5 Any advice given by the Seller concerning storage, transport, use or application of the Goods delivered shall be on a without prejudice basis and the Seller shall not be liable for any loss, damage or expense resulting from observance of such advice.

6.2 REACH

Notwithstanding any other provision to the contrary in the Contract or the GTC, in providing the Buyer with a Chemical Abstract Service Index Number and/or Existing Commercial Chemical Substances Number and/or any other health, safety and environmental information relating to the Goods pursuant to this Clause 6.2, regardless of their source, the Seller provides no warranty or representation as to the accuracy or completeness of such identification number(s) or information relating to it and needed by the Buyer and/or reasonably requested by the Buyer to comply with the requirements of REACH, hence the Seller accepts no liability for loss, damage, delay or expense incurred by the Buyer for whatever reason arising from its reliance on the accuracy of the identification numbers or other information hereunder provided.

6.3 Sanctions

The Buyer hereby confirms that he is aware and complies with all applicable Sanctions. Notwithstanding anything to the contrary elsewhere in the Contract or the GTC:

6.3.1 Neither Party shall be obliged to perform any obligation otherwise required by the Contract (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose

6.1.2 买方向卖方保证其知晓和理解有关货物材料安全数据表中的信息，并且买方将采取合适的程序来确保所有人员知晓并遵守有关材料安全数据表中提供的信息。前述人员包括买方授权以行使合同项下任何权利、义务或责任的所有人员和代理；以及所有参与合同项下出售和交付的货物的装载、运输、交付、处理或使用的其他工作人员、雇员、承包方和代理。

6.1.3 买方接受货物固有风险，因此无权向卖方提出任何由货物直接或间接导致的财产损害或人员伤害的索赔。

6.1.4 卖方对于使用不合格的仓储设备收取货物而产生的任何费用、损失或损害不应承担任何责任。买方应当补偿卖方任何第三方可能就前述情形向卖方提出的索赔。

6.1.5 卖方提供的有关交付货物的仓储、运输、使用或应用的意见不得用于事后追究卖方责任，且卖方不承担因遵守该意见而导致的任何损失、损害或支出。

6.2 REACH

即使合同或通用条款中有相反规定，如买方为遵守 REACH 而需要或者合理要求卖方提供，卖方根据本第 6.2 条向买方提供与货物有关的 CAS 编号和/或 EINECS 和/或任何其他与货物有关的健康、安全和环境信息，不论其来源如何，卖方不对上述识别码的准确性或完整性提供保证或声明。因此，卖方不承担买方因信赖合同中提供的识别编号或其他信息的准确性等任何原因造成的损失、损害、延迟或费用的责任。

6.3 制裁

买方在此确认其知晓并遵守所有制裁规定。尽管合同或者通用条款中有任何相反规定：

6.3.1 除非合同要求，任何协议一方均无须履行任何义务（包括但不限于（a）向、从或通过某人或某实体履行、交付、接受、出售、购买、支付或收取款项的义务；或（b）从事任何其他行为的义务），根据法

such Party to any Sanctions binding on that Party. by virtue of Law or the Contract.

6.3.2 Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to the Sanctions, such party (the “Affected Party”) shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:

- (i) to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
- (ii) where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that notwithstanding the forgoing, where the relevant obligation relates to payment for the Goods which have already been delivered under the Contract, the affected payment obligation shall either (i) remain suspended until such time as the Affected Party may lawfully resume payment, or (ii) be cancelled by the Seller, provided that the Parties will have the opportunity to carry into execution the return of such Goods to the Seller, unless otherwise agreed by the Parties in writing; and/or
- (iii) where the obligation affected is acceptance of the Vessel, to require the nominating party to nominate an alternative Vessel; in each case without any liability whatsoever (including but not limited to any damages for breach of Contract, penalties, costs, fees and expenses).

6.3.3 Nothing in this Clause shall be taken to limit or prevent the operation, where available under the governing law of the Contract, of any doctrine analogous to the English Common Law doctrine of frustration.

6.4 Anti-Corruption

Each Party hereby represents and warrants to the other that:

- a) it has knowledge of the Anti-Corruption Laws and shall maintain at all times an adequate system of internal controls, procedures, and policies that monitor, prohibit, and protect against any act, conduct, or omission that would constitute a violation of the Anti-Corruption Laws;
- b) no Public Official or close relative (i.e., spouse, child, parent, or sibling) of a Public Official is associated with it whether as an investor, officer, employee or shadow director;
- c) neither Party nor its officers, directors, employees and/or affiliates has been the subject of an investigation, settlement or conviction for bribery or other form of corruption, nor has any such person been included on any list maintained by the U.S. Government or the UK or any other applicable jurisdiction as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programmes;

律或者合同规定，如果履行前述义务将违反、不一致于、使受制裁方置于制裁措施。

6.3.2 如果协议一方的任何作为将违反制裁，或与制裁不一致，或者协议一方可能遭受制裁，该方（“受影响一方”）应当以合理可行的最快速度向其他协议一方提供书面通知说明其无法履行。一旦提供前述通知，受影响一方应享有以下权利：

- (i) 立即中止履行受影响的义务（无论是付款或履行）直至受影响一方能够合法地履行该义务；和/或
- (ii) 如果有关义务无法履行并一直持续（或合理期待将持续）至合同规定的履行时间的结束，受影响的义务可被完全免除。如果是与已交付合同项下货物支付货款有关的义务，受影响的支付义务应当(i)保持中止直至受影响一方能够合法地恢复支付；或(ii)除非双方另有书面约定，如果双方有机会使货物返还给卖方，卖方可以取消支付义务；和/或

(iii) 如果受影响义务是接受提名的船舶，则有权要求提名一方提名替代船舶。在以上每一种情形下，受影响一方不承担任何义务（包括但不限于由于违反合同的损失、罚款、成本、费用和支出）。

6.3.3 如果合同适用的准据法下有相应规定，则本条中任何事项均不得限制或禁止适用任何与英国普通法下“合同落空原则”类似的原则。

6.4 反腐败

每一协议一方特此向另一方陈述和保证：

- a) 其了解反腐败法律，并应始终保持适当的内部控制、程序和政策体系，以监测、禁止和保护任何构成违反反腐败法律的行为、作为或不作为；
- b) 公职人员或公职人员的近亲属（即配偶、子女、父母或兄弟姐妹）不论是作为投资者、高级管理人员、员工或影子董事，均不得与其有任何关联；
- c) 任何协议一方或其高级管理人员、董事、员工和/或关联公司均未因受贿或其他形式的腐败而受到调查、处理或定罪，也未有此类人员被列入由美国政府或英国或其他适用的管辖机构保存的任何名单而被取消资格、被中止、被提议中止或被取消资格、或以其他方式失去资格参加政府采购项目的风险；

d) it has not taken and will not take (and agrees that its officers, directors, employees and/or affiliates have not taken and will not take) directly or indirectly in connection with its obligations under the Contract, any action that would constitute a violation of the Anti-Corruption Laws, including but not limited to making any offer, payment, promise to pay, or authorisation of the giving of any monies or financial or other advantage to any person:

i. for the purpose of inducing or rewarding that person or any other person to perform their role or function improperly;

ii. where receipt of that advantage would result in that person or any other person performing their role or function improperly;

iii. for the purpose of influencing a Public Official in relation to any decision, act or other performance of their official role or function, including a decision to fail to perform that role or function, so as to obtain or retain business or a business advantage of any kind; or

iv. or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above- described persons and entities, or

e) its officers, directors, employees and/or affiliates will not, directly or indirectly, in connection with its obligations under this Contract, request, agree to receive, or accept any monies or financial or other advantage in return or as a reward for performing their role or function improperly; and

f) it will ensure that all its officers, directors, employees, and/or affiliates conducting activities under Contract available for compliance training.

6.5 Enforcement

a) Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:

- i. any actual or potential breach of clause 6.4; or
- ii. any request or demand received for any bribe or equivalent undue financial advantage made in connection with the performance of the Contract.

b) Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:

- i. the other Party is in breach of any of Anti-Corruption Laws without prejudice to the other rights of the respective Party under the Contract or the applicable Law; or
- ii. there is evidence of repeated inadequacies in the other Party's anti-bribery and corruption compliance.

c) Each party shall indemnify and hold the other party harmless from any claims, suits, investigations, penalties, fines and/or costs of any kind arising from, or relating to, any breach of Clause 6.3 and 6. 4. This Clause 6.5(c) shall survive any termination of the Contract.

d) Each party agrees that full disclosure of information relating to a possible violation by the other party (or its

d) 其未直接或间接地实施、也不会实施（并约定其高级管理人员、董事、员工和/或关联公司未实施、也不会实施）与其在合同项下的义务有关的任何构成违反**反腐败法律**的行为，包括但不限于向任何人提供任何要约、付款、付款承诺或授权给予任何款项或经济方面或其他方面的好处：

i. 为了诱导或奖励此类人员或任何其他人员不当履行其职责或职能；

ii. 收到此类好处将导致此类人员或任何其他人员不当履行其职责或职能；

iii. 为了影响**公职人员**就其公务角色或职能有关的任何决定、行为或其他履行，包括决定不履行该角色或职能，以便获得或保留任何种类的业务或商业优势；或

iv. 根据上述任何个人和单位的建议、请求或指示或为其利益而提出的任何其他人员、个人或单位；或

e) 其职员、董事、员工和/或关联公司将不会直接或间接地就其在合同项下的义务要求、同意接受或收受任何金钱、财务或其他利益作为回报，或作为对其不当履行职责或职能的奖励；并且

f) 其确保其所有执行合同项下活动的高级管理人员、董事、员工和/或关联公司均可获得合规培训。

6.5 执行

a) **协议双方**应立即（以及在任何情况下，知悉后的五个工作日内）向其他**协议一方**报告：

- i. 任何实际或潜在违反第 6.4 条的情形；或
- ii. 或要求与履行**合同**有关的任何贿赂或相当的不当经济利益而收到的任何请求。

b) **协议一方**应立即（以及在任何情况下，知悉后的五个工作日内）向其他**协议一方**报告：

- i. 其他**协议一方**违反**反腐败法律**，但不影响**合同**或者适用法律赋予对方的其他权利；或
- ii. 有证据表明其他**协议一方**的反贿赂和贪污腐败行为屡禁不止。

c) **协议双方**应保证和保持另外一方不受任何违反第 6.3 条和第 6.4 条引起的或与之有关的各类索赔、诉讼、调查、处罚、罚款和/或费用的影响。**合同**第 6.5 (c) 项在**合同**终止后仍有效。

d) **协议双方**同意，可以随时基于任何理由向任何政府或管理机构、单位或有关方充分披露第 6.4 条规定

shareholders, directors, officers, employees or Affiliates) of Clause 6.4 may be made at any time and for any reason to any government or regulatory agency, entity or party.

6.6 Arbitration and Governing Law

6.6.1 The Contract shall be governed by, interpreted and construed in accordance with the laws of China.

6.6.2 Any dispute, controversy, claim or difference relating to or arising out of, or in connection with, the Contract, including any question regarding the existence, scope, validity or termination of the Contract shall be settled by Shanghai International Economic and Trade Arbitration Commission in Shanghai, in accordance with the rules of Shanghai International Economic and Trade Arbitration Commission in force on the date that the notice of arbitration is submitted. The number of arbitrators shall be 3 (three). Each Party shall nominate one arbitrator and the two appointed arbitrators shall appoint a third arbitrator who shall serve as the chairman of the arbitration tribunal. Unless otherwise agreed by the Parties, all arbitrators shall have experience in acting as an arbitrator.

6.6.3 Each Party shall submit the documents in Chinese. Documents submitted in a language other than Chinese shall be translated into Chinese at the expense of the Party submitting the documents. Each Party shall have the right, at its sole cost and expense, to have an interpreter attend the arbitration hearings if it so chooses.

6.6.4 The arbitration proceedings shall be conducted in the Chinese language, and the award shall be in Chinese.

6.6.5 The decision of a majority of the arbitrators shall be final and binding on the Parties. The arbitrators' awards shall be consistent with the limitations of liability and other terms and conditions set out in the Contract, to the extent permitted by PRC law.

6.6.6 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

6.7 Duration and Termination

6.7.1 The Contract shall come into effect on the Effective Date shall continue in force until all obligations have been fulfilled (unless earlier terminated hereunder or the Parties agreed otherwise in writing) and/or – until such time as all payments are made by the Buyer in full.

6.7.2 Buyer's default

a) The Seller may, at its sole discretion and in addition to any other legal remedies it may have, upon giving five (5) business Days' written notice to the Buyer suspend all deliveries under the Contract and/or unilaterally terminate the Contract where:

- i. the Buyer is in breach of any condition of the Contract;
- ii. delivery or unloading of the Goods is delayed due to any cause(s) attributable to the Buyer and such delay is not excused by any other provision of the Contract;
- iii. loading or unloading of the Goods is delayed by more than 10 (ten) hours after the NOR has been tendered or a train or truck has been arrived at the

的另一方（或其股东、董事、高级管理人员、员工或关联方）可能违反合同约定的信息。

6.6 仲裁和管辖法律

6.6.1 合同应受中国法律管辖、解释和理解。

6.6.2 与合同相关的、因合同产生的或与合同相联系的任何纠纷、争议、索赔或分歧，包括有关合同存在、范围、有效性或终止的任何问题，应当提交上海国际经济贸易仲裁委员会在上海仲裁解决。仲裁应当按照申请仲裁时上海国际经济贸易仲裁委员会有效仲裁规则进行。仲裁员应为 3（三）人。每一协议一方应当指定一名仲裁员，前述两名指定的仲裁员应当共同指定第三名仲裁员，该第三名仲裁员将担任仲裁庭的首席仲裁员。除非协议双方另有规定，所有仲裁员应具有担任仲裁员的经验。

6.6.3 每一协议一方应当提交以中文书就的文件。以非中文的其他语言提交的文件应翻译成中文，相关费用由提交该文件的协议一方承担。每一协议一方应当有权自付费用和支出，自行选择聘任口译人员出席仲裁庭审。

6.6.4 仲裁程序应当以中文语言进行，仲裁裁决应以中文书就。

6.6.5 多数仲裁员的决定对于协议双方而言应当是终局性和有约束力的。在中国法律允许的范围内，仲裁裁决应当与合同中规定的责任限制和其他条款和条件保持一致。

6.6.6 不适用《联合国国际货物销售合同公约》。

6.7 合同期限和终止

6.7.1 合同应当自生效日期生效，在所有义务履行完毕（除非根据以下规定的提前终止或协议双方另有书面约定）和/或买方履行支付所有付款义务之前应当持续有效。

6.7.2 买方过错

a) 在不影响卖方享有任何其他法律救济的前提下，卖方有权自行选择，在下列情形下经向买方提前五（5）天提交书面通知，中止合同项下的所有交付和/或单方面终止合同：

- i. 买方违反合同的任何条件；
- ii. 货物交付或卸载因买方的任何原因迟延，且合同的其他条款均不豁免此等迟延；
- iii. 货物的装载或卸载自就绪通知书提交之后或列车或货运汽车到达目的地之后因可归咎于买方的原因迟延 10（十）小时以上；

Place of Destination due to reasons attributable to the Buyer;

iv. there is a major change in the direct or indirect ownership of the Buyer or its parent company;

v. the Buyer or its parent company commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in the Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;

vi. the Buyer or its parent company ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business;

vii. a creditor attaches or takes possession of all or a substantial part of the assets of the Buyer or its parent company; or

viii. if applicable, the Buyer delays the provision of the parent company guarantee or other security of its obligations as provided in the Contract for more than 10 (ten) Business Days.

b) Where the Seller suspends delivery of the Goods due to any of the events referred to under the sub clause 6.7.2 a) the Seller may, so long as such event is continuing, at any time unilaterally terminate the entire Contract.

c) Where, pursuant to Clause 6.7.2 (a) (ii) above, the Seller, under a Contract providing for multiple deliveries, temporarily suspends the delivery of the Goods and then decides to resume deliveries under the Contract, the Seller may cancel the suspended delivery and shall be under no obligation to make up for any quantity of the Goods that would have been delivered to the Buyer but for such suspension.

d) Where the Contract provides for multiple deliveries, then the rights given to the Seller in this clause 6.7.2 apply to all deliveries such that where the Seller is allowed to terminate in respect of one delivery, then it is entitled to terminate all the remaining deliveries.

e) Any termination of the Contract by the Seller shall be without prejudice to the rights and obligations of each Party as accrued on the date of termination.

6.7.3 Seller's default

a) The Buyer may at its sole discretion, and in addition to any other legal remedies it may have, upon giving 5 Business Days prior written notice to the Seller terminate the Contract, where the Seller, for any reason whatsoever, is in a material breach of any conditions of the Contract.

b) In relation to multiple deliveries under the Contract, the Buyer's right to terminate under this Clause 6.7.3 or otherwise, only applies to the delivery in respect of which the Seller is in breach and not to future deliveries.

c) Any termination of the Contract by the Buyer shall be without prejudice to the rights and obligations of each Party as accrued at the date of termination.

iv. 买方或其母公司的所有权发生直接或间接的重大变动;

v. 买方或其母公司开始进入任何破产、资不抵债、重组、行政接管、清算或类似程序, 或成为前述程序的对象, 或根据卖方合理预计, 在款项到期时, 买方无力或不愿意偿付该欠款;

vi. 买方或其母公司停止持续经营或正常运营, 或受到可能停止持续经营或正常运营的威胁;

vii. 买方或其母公司所有的或实质性部分的财产被债权人扣押或占有;

viii. 如若适用, 买方迟延提供根据合同应提供的母公司保证或其他担保超过 10 (十) 个工作日。

b) 如果卖方由于 6.7.2 a) 款规定的任何情形中止交付货物, 只要该情形持续存在, 卖方有权在任何时候单方面终止整个合同。

c) 如果在合同项下存在多次交付, 卖方根据第 6.7.2 (a) (ii) 项的规定中止货物交付且随后又决定恢复合同项下的交付, 卖方有权取消已中止的交付且无义务补交本应向买方交付但由于中止而未能交付的任何数量的货物。

d) 如果合同规定多次交付, 卖方根据第 6.7.2 条享有的权利适用于所有批次交付, 即如果允许卖方终止某一次交付, 则卖方有权终止所有剩余交付。

e) 卖方对合同的任何终止不得影响截至终止日每一协议一方获得的权利和义务。

6.7.3 卖方过错

a) 如果卖方因任何原因实质性违反合同规定的任何条件, 在不影响买方享有的任何其他法律救济的情况下, 买方有权自行决定在提前 5 个工作日书面通知卖方后终止合同。

b) 在合同项下规定多次交付, 买方根据第 6.7.3 条或其他条款所享有的终止权利, 仅可终止该违约批次的交付, 但不得终止将来的交付。

c) 买方对合同的任何终止不得影响截至终止日每一协议一方获得的权利和义务。

d) In the event of termination of the Contract by either party pursuant to the provisions of Clause 6.7.2 (Buyer's Default) or Clause 6.7.3 (Seller's Default) then, save where the Buyer has terminated only part of a multiple delivery Contract, and in addition to any direct losses arising from the default or breach, the Party so terminating shall be entitled to claim damages from the Party in default as if the Party in default had failed to deliver or failed to accept, as the case may be, such quantity of the Goods as remained to be delivered under the Contract at the date of termination.

6.8 Force Majeure

a) Except in relation to any failure or inability to make a payment due under the Contract, and the Buyer's liability for demurrage due hereunder, (which shall not be excused), neither Party shall be liable to the other Party (non-availability of funds is not meant here) for any delay or non-performance of any obligations under the Contract (other than the payment of money) if such delay or non-performance is, except in the cases specified in clause 6.3, due to circumstances reasonably beyond such Party's control, including but not limited to any fires, strikes, lockouts, labour disputes of any kind, partial or general stoppage of labour, breakdown of or accident to the Manufacturer or warehouse or storehouse, machinery facilities, delays of carriers due to break down or adverse weather, explosions, floods, drought, war, sabotage, any local or national health emergency, appropriations of property, civil disorders, government requirements, rules, orders or any other acts issued or requested by any governmental or other public authorities or any person purporting to act on behalf of such authorities, civil or military authorities, acts of aggression, terrorism (or the threat thereof), acts of God or of the public enemy or any other causes beyond Party's reasonable control, except for the causes specified in clause 6.3, (hereinafter "Force Majeure Event"), and could not have reasonably been prevented by such Party taking commercially reasonable precautions or customary steps to circumvent or mitigate such circumstances (if and to the extent such events were reasonably foreseeable).

b) The Party whose performance is affected by a Force Majeure Event shall provide written notice to the other Party of such Force Majeure Event, specifying the nature and the expected duration of the Force Majeure Event, within 10 (ten) Business Days after the Force Majeure Event begins, and shall take prompt action using its commercially reasonable efforts to remedy the effects of the Force Majeure Event. If requested by the Party not affected by a Force Majeure Event, the Parties shall discuss the Force Majeure Event and further steps in order to fulfil the Contract obligations.

c) The Seller when affected by a Force Majeure Event which prevents or hinders the supply of the Goods to the Buyer or any other customer shall apportion any quantity of the Goods remaining available to it pro rata

d) 如果一方根据第 6.7.2 条（买方过错）或第 6.7.3 条（卖方过错）终止合同，除了买方部分终止多次交付合同的情况外，终止合同的协议一方不仅可以要求有过错的协议一方赔偿因其过错或违约导致的直接损失，还有权请求有过错的协议一方赔偿如同其未能交付或接受（以具体情况为准）终止日合同项下尚应交付的货物所导致的损失。

6.8 不可抗力

a) 除未能或无法支付合同项下的任何应付货款及买方应付滞期费的义务不得豁免外，任何协议一方不应就以下任何迟延履行或未能履行合同项下的任何义务（除了支付款项）对另一协议一方承担责任（此处不包含不可获取资金的情形），除了第 6.3 条规定的情形，：（1）由于任何受影响一方不能合理控制的客观情况，包括但不限于火灾、罢工、停工、各种劳动纠纷、部分或全体罢工、制造方或仓库或库房、机器设备发生故障或事故、由于故障或不利天气造成承运人的迟延、爆炸、洪水、干旱、战争、破坏、地方或全国性健康紧急事件、财产征收、人民暴动、政府要求、任何政府和其他公共机关或声称代表该等机关、民政或军事当局签发或要求其他法案、规则、命令、侵略行为、恐怖主义（或恐怖主义的威胁）、天灾或公共敌人或超出了协议一方的合理控制的其他原因（以下称“不可抗力事件”），除了第 6.3 条规定的情形，及（2）该协议一方无法通过采用商业上合理的预防措施或习惯步骤以避免或减轻前述事件（前提是相关事件可以合理预见）。

b) 如果协议一方的义务履行受到不可抗力的影响，则应当在不可抗力事件发生之后的 10（十）个工作日内向另一协议一方提供书面通知，说明该不可抗力事件的性质和预计持续时间，并应当在不可抗力事件发生之后迅速采取措施通过商业上合理努力以减轻不可抗力事件造成的后果。经未受不可抗力事件影响的协议一方要求，协议双方应当讨论不可抗力事件及进一步措施以履行合同义务。

c) 当卖方受不可抗力事件影响，且该不可抗力事件阻止或阻碍卖方向买方或任何其他客户供应货物，则卖方应当按比例将其剩余的货物在卖方、买方、以及卖方负有合同义务交付货物的第三方（包括

between itself, the Buyer and third parties (including the Seller's Affiliates) with whom the Seller then has contractual commitments to deliver the Goods, provided that those arrangements were entered into prior to the occurrences of the Force Majeure Event.

d) In case of a Force Majeure Event declaration, the party affected by it shall have no obligation to acquire by purchase or otherwise any shortfall of the Goods which by reason of Force Majeure Event such party is unable to deliver to the other party under the Contract.

e) If the affected party's inability to perform lasts more than 60 (sixty) days, any Goods, the delivery of which has been prevented by the Force Majeure Event, may be cancelled by either of the Parties by giving of notice to the other. In such cases neither of the Parties will be entitled to claim from the other Party any compensation for possible losses.

f) A certificate or other document describing the occurrence of the Force Majeure Event issued by the respective Chambers of Commerce of the Seller's or the Buyer's country or of a transit country or any Applicable Authority shall be a sufficient proof of Force Majeure Event and its duration.

g) In the event that the affected party's inability to perform exceeds three (3) months, the Party not affected by a Force Majeure Event shall, on giving of 30 (thirty) days written notice, have the right to terminate the Contract. Where the Contract is so terminated, neither Party will be entitled to compensation or damages arising from or in connection with this Clause, save in respect of shipments delivered prior to the Force Majeure Event.

PARAGRAPH VII FINAL PROVISIONS

7.1 Entire Contract This Contract (including the GTC and any addenda, attachments or amendments) constitutes the entire between the Parties and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations and understanding between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies of the Contract or the Contract in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7.2 Amendments no amendment or variation of the Contract shall be effective unless in writing and signed by a duly authorized representative of each of the Parties to it, (except for a Sales Order Confirmation concluded by electronic means pursuant to Paragraph II above). Without limiting the above, the Seller is entitled to unilaterally change the GTC from time to time by uploading the new version of the GTC to the Seller's website at www.sibur-

卖方的关联方)之间按比例进行分配,前提是该等安排先于不可抗力事件发生。

d) 在宣告不可抗力事件的情形下,受其影响的一方不负有义务购买或采用其他方式获得任何短缺的货物,前述货物短缺是由于不可抗力事件导致该方无法根据合同向另一方进行货物交付。

e) 如果受影响一方丧失履行能力持续 60 (六十)日以上,被不可抗力事件阻止的任何货物交付可以在任何协议一方在通知另一方后予以取消。在该等情形下,任一协议一方均无权为可能的损失向其他协议一方请求任何赔偿。

f) 由卖方或买方所在国家或转运国的商会或任何主管机关分别签发的描述不可抗力事件发生的证书或其他文件应当是不可抗力事件及其持续时间的充分证据。

g) 如果受影响的协议一方丧失履行能力超过三 (3)个月,未受不可抗力事件影响的协议一方在提前 30 (三十)日书面通知另一方后有权终止合同。如果合同由此终止,任一协议一方均无权要求因本条款产生或与本条款相关的赔偿或损害,在不可抗力事件发生前已交付的除外。

第七条 最终条款

7.1 完整合同 合同(包括其附件、通用条款和任何附录或修改协议)构成协议双方关于合同所述事项完整理解,并取代之前协议双方关于合同所述事项和任何口头或书面协议、承诺、担保保证、陈述和谅解。协议双方同意协议中未规定的声明、陈述、担保或者保证(无论是无意或者过失作出的),不存在合同救济。协议双方同意不对基于协议中的任何声明无意的或者过失作出的陈述提出索赔。

7.2 修改协议 任何合同的修改或变更应当以书面形式,且由协议双方正式授权代表分别签署之后方可生效(除非是根据第二条签署的销售确认单)。在不限制上述规定的情况下,卖方有权单方面不时修改通用条款并将新版本上传网站 www.sibur-int.cn 上。通用条款的新版本应在上传该网站 10 (十)个工作日后生效。

int.cn. The new version of the GTC shall come into force within 10 (ten) Business Days after such upload.

7.3 Assignment Neither Party may assign the Contract or any of its rights under the Contract or transfer any obligations under the Contract, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Seller may, without consent, assign or transfer its rights and/or obligations under the Contract in whole or in part to any Seller Group Company or to any bank. For the purposes of this clause 7.3 "Seller Group Company" shall mean any legal entity falling under the same group of companies as the Seller. Any attempt at assignment in violation of this Clause shall be null and void.

7.4 Binding effect The terms and conditions of the Contract shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

7.5 No Third Party beneficiaries Nothing in the Contract will give rights to any third parties.

7.6 The Parties' relationship The relationship hereby established between the Seller and the Buyer is solely that of the Seller and the Buyer. Each is an independent contractor engaged in the operation of its own respective business, and nothing in the Contract shall be construed to create a partnership, agency, joint venture, pooling, franchise or employer-employee relationship between the Parties. Neither Party has the power or the authority to act for, represent, or bind the other Party (or any of the other Party's Affiliates) in any manner.

7.7 Execution Either Party may sign the Contract and any related amendments attachments, or other documents by its duly authorized representative, provided that the Seller may also execute any of the said documents by facsimile signature of its authorized representative having the same force as his handwritten signature, and send a copy to the other Party by fax or email. Where original documents are required these shall be provided within 30 (thirty) days after the receipt of the copy document(s).

7.8 The Seller's warranties, guarantees and representations The Seller warrants that it has full legal title to the Goods and that it has full right and power to convey such title to the Buyer. FOR THE AVOIDANCE OF DOUBT THE SELLER MAKES NO GUARANTEES, WARRANTIES, REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF THE GOODS FOR A PARTICULAR PURPOSE, CONCERNING THE GOODS. ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM, CONTRACT, STATUTE OR OTHER LEGAL THEORY OR OTHERWISE, WHETHER AS TO MERCHANTABILITY, QUALITY, FITNESS FOR PURPOSE OF THE GOODS OR OTHERWISE ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

7.3 转让 未经其他协议一方的事先书面同意（该同意不得有不合理的保留或迟延），任何协议一方均不得转让合同或合同项下的任何权利或义务。尽管有前述规定，卖方有权无须同意的情况下将其合同项下的权利和/或义务（部分或全部）转让给其任何卖方集团公司或者任何银行。本 7.3 条中，卖方集团公司指与卖方在同一集团中的任何法律实体。任何企图违反本条款规定的转让无效。

7.4 约束力 合同的条款和条件对协议双方和其各自被许可的继承者或受让者生效并有约束力。

7.5 无第三方受益 合同中的任何内容均不得赋予任何第三方权利。

7.6 协议双方的关系 卖方和买方之间建立的关系是仅仅是买卖关系。每一方均是独立缔约人，分别负责各自业务运营。合同中的任何部分均不得解释为在协议双方之间创设合伙、代理、合资、联营、特许或雇佣关系。每一协议一方均无权以任何形式代表或约束其他协议一方（或其他协议一方的任何关联方）。

7.7 签署 每一协议一方的授权代表可以签署合同和任何相关修改协议、附件、或其他文件并通过传真或电子邮件将副本发送给其他协议一方。卖方授权代表通过传真签名签署的合同与手签的合同具有相同的法律效力。如果需要文件原件，该原件应当自收到文件副本后的 30（三十）日内提供。

7.8 卖方的承诺、保证和陈述。 卖方保证其对货物拥有完整的所有权并拥有将货物所有权转让给买方的完整权利和权力。为避免歧义，卖方未就货物做出任何保证、承诺、陈述（无论明示或暗示、书面或口头），包括就任何货物某一特定目的做出任何适销性、适当性或合适性的保证。任何法律、习惯、合同、法规、法理或其他默示的关于货物适销性、质量、适当性或其他任何保证、条件或其他条款，应在所适用的法律允许的最大程度内被排除。

7.9 Notices Any consent, agreement, approval or notice required or permitted to be given or made under the Contract by one of the Parties hereto to the other Party shall be in writing and in Chinese or English (unless otherwise agreed by the Parties) and shall be delivered in person or by EMS, S.F. Express (or other reputable domestic courier service in PRC requiring signature upon receipt) or by facsimile or email (as evidenced by a paper copy of such email).

In proving the giving of a communication, it shall be sufficient to prove that delivery was made to the appropriate address, or the communication was properly addressed and posted by an appropriate courier, or the fax was properly addressed and transmitted or the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed as specified in the Contract.

7.10 The date of receipt The date of receipt of the notice, demand or other communication will be (i) if delivered by hand, at the time of delivery, (ii) if delivered by courier – on the 14th (fourteenth) day after the same is so mailed, except in the event of disruption of the postal service in which event the notice, demand or other communication will be deemed to be received only when actually received; (iii) if sent by fax, at the time of transmission; and (iv) if sent by email, at the earlier of: the time a return receipt is generated automatically by the recipient's email server; the time the recipient acknowledges receipt; and 24 (twenty four) hours after transmission, unless the sender receives notification that the email has not been successfully delivered.

7.11 Change of notice details. Either Party hereto shall promptly notify the other Party in writing as to the change of notice details of the Party and the new details to which notice shall be given to it thereafter. Either Party shall promptly notify the other Party in writing in case of any changes in unified social credit code, changes of their validity or other related details of the other Party.

7.12 The originals provision. Where original documents are required to be delivered in accordance with the Contract, such documents shall be sent either by certified mail or by courier to the postal address of the receiving Party as stipulated in the Contract.

7.13 Language of the correspondence. All correspondence concerning the Contract shall be conducted in Chinese or in English.

7.14 Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses (including the expenses, costs and fees of each Party attorneys, auditors and financial and other professional advisors) incurred in connection with the Contract and/or the drafting or negotiation of the terms and conditions of the Contract and/or any other transaction arising out of or in connection with the Contract shall be borne and paid by the Party incurring such costs and expenses.

7.9 通知 合同项下协议一方需要或可以向另一协议一方给予或做出的任何同意、协议、批准或通知均应以书面形式并以中文或英文作出（除非协议双方另有约定）并应当亲自交付或通过中国邮政特快专递、顺丰快递（或其他中国知名的、在收件时要求签收的国内快递服务商）或传真或电子邮件（由该邮件的纸质副本证明）发送。

以下情形可作为通知已被成功发出的充分证明：交付至适当的地址，或注明适当的地址并交付合适的快递，传真地址适当且已发送，或电子邮件发送至适当的电子邮箱地址并从发送者外部网关的传输按合同规定确认。

7.10 收到日期 收到通知、要求或其他通讯信件的日期应为（i）若亲自递送，交付时间为收到日期；（2）若快递递送 - 递送后第 14 天，除非在发生邮政服务系统中断的情形下，通知、要求或其他通讯信件应当在实际收取时方可视为收到；（3）若通过传真发送，为传输时间；和（4）如果通过电子邮件发送，以下列较早时间为准：接收者电子邮箱服务器自动回复收件信息的时间；接收者确认接收的时间；和传输后 24（二十四）小时，除非发送者收到通知邮件未成功发送。

7.11 修改通知内容 每一协议一方应当以书面形式及时通知另一协议一方关于该协议一方对通知内容的修改，新的通知内容应当随后提供。如果有任何统一社会信用代码变更、有效性变更或者其他细节变化，协议一方应立即书面通知另一方。

7.12 原件提供 如果根据合同要求交付文件原件，该文件应通过挂号信或快递方式发送至合同规定的收件协议一方的通讯地址。

7.13 通信语言 所有与合同有关的通信均应以中文或英文书就。

7.14 支出 无论预期交易是否完成，所有与合同、和/或起草或协商合同条款条件、和/或由合同产生的交易有关的费用和支出（包括每一协议一方的律师、审计人员和财务及其他专业咨询人员的支出、成本和费用）应当由导致该等费用和支出产生的协议一方承担和支付。

7.15 Waiver. Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions under the Contract may only be waived in writing by the Party to whom such compliance is owed but such waiver will not be considered to be a waiver of future failure(s) to comply with an obligation, agreement or condition. No act or omission by a Party may be deemed to be a waiver of any rights if such a waiver is not declared explicitly and in writing.

7.16 Severability. If any part of the Contract is deemed to be unenforceable, invalid or in contravention of applicable Law by a court or arbitral tribunal of competent jurisdiction, the remainder of the Contract shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a provision which reflects, to the extent possible, the original intent of the invalid provision.

7.17 Confidential Information

a) In connection with the Contract a Party (hereinafter the "Receiving Party") may discover, receive, or otherwise acquire, whether directly or indirectly, information related to the other Party (hereinafter the "Disclosing Party") or Affiliates of the Disclosing Party or its Affiliates' businesses, or information of third parties that the Disclosing Party is obligated to keep confidential (collectively, in whatever form or medium, "Confidential Information"). Confidential Information shall not include information (i) that is, or becomes, publicly known through no wrongful act or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, Affiliates or consultants, (ii) that was already known to Receiving Party without obligations of confidentiality prior to the receipt from Disclosing Party, as reasonably evidenced by the Receiving Party, and was legitimately in Receiving Party's possession, without any obligation to keep such information confidential, (iii) that Receiving Party independently develops without the use of any Confidential Information of Disclosing Party, or (iv) that Receiving Party receives or has received on a non-confidential basis from a source other than Disclosing Party that is entitled to disclose the same to Receiving Party; provided however that Receiving Party is able to provide Disclosing Party with the documentary evidence regarding any of the exceptions (if any) or as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or as may otherwise be required by applicable Law.

b) Receiving Party shall (i) use Disclosing Party Confidential Information solely in connection with exercise of its rights or performance of its obligations under the Contract, and (ii) disclose Disclosing Party's Confidential Information only as necessary to its officers, employees, Affiliates, consultants, including legal advisors and auditors whose duties relate to the Contract and reasonably require familiarity with such information in order for Receiving Party to perform its obligations or exercise its rights hereunder

7.15 弃权 任何协议一方未能遵守合同项下任何义务、协议或条件的任何部分仅在有权要求履行的协议一方以书面形式表示弃权时方可构成弃权。但该弃权不得被视为对将来未遵守义务、协议或条件的弃权。除非以书面形式明确宣告弃权，协议一方的任何作为或不作为均不得被视为放弃任何权利。

7.16 可分割性 如果合同的任何部分被有管辖权的法院或仲裁庭确认为不可执行、无效或违反适用的法律，则合同的其他条款应当继续有效。协议双方应在善意的基础上协商一尽可能地反映无效条款原本目的的条款，以替代无效条款。

7.17 保密信息

a) 因合同协议一方（以下简称“接收方”）可能发现、收到或以任何方式获得的，无论直接或间接的方式，关于其他协议一方（以下简称“披露方”）、披露方的关联方或其业务或披露方有义务保密的第三方信息（无论以何种形式或媒介，合称为“保密信息”）。保密信息不应包括下述信息：（1）该信息是或成为公开信息，其成为公开信息并非接收方或其工作人员、董事、雇员、关联方或顾问直接或间接的过错或过失行为导致；（2）从披露方获得前已为接收方知悉且无需承担保密义务的信息，并且接收方有合理证明，以及接收方合法持有并无需承担保密义务的信息；（3）接收方进行独立开发获得的信息，未使用披露方的任何保密信息；或（4）接收方从披露方之外的有权披露该信息的来源方收到或曾收到的信息（该信息无需保密）。但是，接收方应就上述例外情形（如有）进行披露、或根据证券交易所的任何规则或要求进行披露（若该协议一方是上市企业或可能上市时）、或适用的法律可能另行要求的披露，向披露方提供文件证明。

b) 接收方应当（1）仅在履行合同项下权利或义务时使用披露方的保密信息；且（2）仅在必要时向下述人员披露披露方的保密信息：接收方的工作人员、雇员、关联方、顾问，包括其职责与合同相关、为接收方履行其合同项下义务和权利而合理要求熟悉该等信息法律顾问和审计人员，前述人员应受到与此处规定的相同或更为严格的强制性书面保密义务的约束。协议一方应承担因该方披露保密信息对第三方引

and who are bound by a legally enforceable written obligation of confidentiality with terms that are the same as, or more stringent than, those set out herein. Each Party shall be liable for any losses and/or damages incurred by the Disclosing Party resulting from such disclosure of Confidential Information by the above mentioned persons to any Third parties.

c) Subject to the exceptions to the confidentiality obligations set out in this Clause above, neither Party (nor its Affiliates, subsidiaries or other related parties) may disclose, publish or otherwise communicate the contents of the Contract to any Third Party without the prior express written consent of the other Party (which consent shall not be unreasonably withheld or delayed); each Party shall be permitted to disclose the terms and conditions of the Contract (i) to actual or potential investors and lenders and their authorized representatives under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein, or (ii) as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or (iii) as may otherwise be required by the applicable Law, or (iv) as may be reasonably required for the performance of the Parties obligations under the Contract; provided however, that the Party making a disclosure pursuant to an exception set forth in the preceding subsections (i) or (iv) shall provide the other Party with prior written notice and shall, to the extent practical, cooperate with the other Party in seeking confidential treatment of the information to be disclosed (if and to the extent available), or (v) to its Affiliates under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein. In addition to the aforesaid exceptions the Seller is permitted to disclose without the Buyer's prior consent the Confidential Information to any bank with regard to factoring.

d) No press release referring to the Contract or utilizing the other Party's name shall be made without the prior written consent of the other Party.

7.18 Set-off No set-off may be made against any claims unless otherwise agreed in writing by the Seller in advance. Under no circumstances the Buyer shall be entitled to set-off against the payment (including any VAT payable) under the Contract any sums owed to the Buyer by the Seller under the Contract or any other agreement it has with the Seller. For the avoidance of any doubt the Seller shall be entitled at all times to set-off against any and all amount owing at any time from the Buyer to the Seller against any amount payable at any time by the Seller under the Contract.

7.19 Warranties Each Party hereby represents and warrants to the other that:

a) it has the authority to enter into and perform its obligations under the Contract,

起的任何损失和/或损害。

c) 受限于本条款上述规定的保密义务的例外情形,任一协议一方(包括其关联方、子公司或其他相关主体)未获得其他协议一方事先明确的书面同意时(该同意不得合理地保留或迟延)均不得与任何第三方沟通、公布或以任何方式透露合同的内容;允许每一协议一方向在以下情形中披露合同的条款和条件:(1)向实际或潜在的投资者和贷款方及其授权代表披露,但前述人员应受书面保密协议的约束,其保密义务应与此处规定的相同或更加严格;或(2)如果该协议一方是上市企业或可能上市时,根据任何证券交易所的任何规则或要求披露;或(3)适用的法律另行要求披露,(4)为协议双方履行合同项下的义务而合理要求的披露;前提是如果协议一方根据前述(1)或(4)所规定的例外进行披露,应当事先以书面形式通知另一协议一方,并且在可行的基础上对将要披露的信息配合另一协议一方采取保密措施(如可行);或者(5)与关联方签署了保密协议,上述保密协议保护的保密信息与合同中的保密信息同等重要或者保密级别更高,在此种情况下向关联方披露保密信息。除上述例外情况,卖方还被允许未经买方事先书面同意将与保理有关的保密信息披露给任何一家银行。

d) 在取得其他协议一方的书面同意之前,在新闻发布中不得提及合同及使用另一协议一方名称。

7.18 抵消 除非卖方另行事先书面同意,任何索赔均不得相互抵消。在任何情形下买方均不得将其在合同项下的付款(包括任何应付增值税),与根据合同或与卖方订立的任何其他协议卖方应向买方支付的任何和所有金额抵消。为避免异议,卖方随时有权将合同项下卖方应支付的款项在买方应支付卖方的欠款中进行抵消。

7.19 保证 每一协议一方特此向对方陈述和保证:

a) 其有权订立合同及履行合同规定的义务;

b) 合同已被其适当签署和交付,并且根据合同

b) the Contract has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms,

c) it is a corporation duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation or formation,

d) neither the execution of the Contract nor its performance thereunder conflicts with any applicable Law or any other contract to which it is a party or any obligation to which it is subject,

e) within 5 (five) days after the relevant event, the Party so effected will inform the other Party of any changes or amendments to its direct or indirect ownership.

7.20 Counterparts If the Contract is executed in counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that the Contract has been prepared jointly and no rule of strict construction shall be applied against either Party.

7.21 Headings, References and Usage of Terms

7.21.1 Headings Any headings, article, clause, subclause, section, subsection and table headings in the Contract are inserted for purposes of convenience only and shall not affect in any way the meaning or interpretation of the Contract or the GTC.

7.21.2 Reference to articles, clauses, etc Save where the context requires otherwise, references to Articles, Clauses, Subclauses, Sections, Subsections, Tables, Annexes, Appendixes, etc. shall be references to the articles, clauses, subclauses, sections, subsections, tables, annexes, appendixes, etc. of the Contract or the GTC, when made in the Contract or the GTC respectively.

7.21.3 Singular and plural In the Contract and the GTC, the singular shall include the plural and vice versa and the word "including" shall be deemed to be followed by the phrase "without limitation", references to any gender shall include a reference to the other gender; references to other agreements or to any statute, rule or regulation or instrument shall mean the same as amended, modified or replaced from time to time.

7.21.4 Herein, hereunder, hereinafter The terms "herein", "hereunder", "hereinafter" and similar terms shall be interpreted to refer to the Contract or the GTC, when made in the Contract or the GTC respectively, unless otherwise follows from the context.

7.21.5 Reference to period Where any period in days, weeks, months or years is referred to in the Contract or the GTC, such period shall be calculated in days, weeks, months or years respectively, unless expressly provided otherwise (and the day on which any such period is expressed to commence shall not be counted for the purpose of such period's calculation).

7.21.6 Writing A reference to "writing" or any cognate expressions is a reference to any mode of representing or reproducing words in a visible non-transitory form and

条款对其构成合法、有效、有约束力的义务和并可强制履行；

c) 其是一家根据其成立地的法律法规正当成立、有效存续且状况良好的公司；

d) 协议一方对合同的签署及履行与适用的法律无任何冲突；也与该协议一方作为当事方的任何其他合同或应承担的相关义务无任何冲突；

e) 协议一方在其直接或间接的所有权发生的任何改变或变更后 5（五）日内应当通知另一协议一方。

7.20 副本 若合同签署多个副本，每一份副本均构成一份原件，全部副本一起构成一份完整且相同的文件。协议双方特此认可及同意合同由双方共同准备且任何严格解释原则不得适用任一协议一方。

7.21 标题、条款的引用和使用

7.21.1 标题 合同中的任何标题，条、款、分条款、章节、分章节、表格的标题仅为便利的目的而插入，不得对合同或通用条款的含义或解释有任何影响。

7.21.2 款等引用 除上下文另有要求，对条、款、分条款、章节、分章节、行、附件、附录等的引用仅指合同或通用条款条、款、分条款、章节、分章节、行、附件、附录，当该等引用分别在合同或通用条款中做出时。

7.21.3 单复数 在合同或通用条款中，单数应包括复数，反之亦然。“包括”应当视为随后具有“不限于”的表述，对任何性别的引用应当包括对另一种性别的引用；对其他协议或任何法律、规则或法规或措施的引用应包含该等协议、法律、规则、法规、措施不时的修改、变更、更换。

7.21.4 于此、于下、于后 分别规定在合同或通用条款中的“于此”、“于下”、“于后”及类似用语应当解释为引用合同或通用条款，除非根据上下文另有含义。

7.21.5 期间引用 合同或通用条款中引用的日、周、月或年的任何期间应当分别以日、周、月或年计算，除非另有明确规定（任何期间明确规定的起始日不得为计算期间的目的而计算入该期间内）。

7.21.6 书面形式 “书面形式”或任何同源表述是指以长期可见的方式呈现或再现词汇的任何模式，包括传真和电子邮件。

includes fax and e-mail.

7.21.7 Including. Any phrase introduced by the terms “including” or “in particular”, or any cognate expression, shall be construed as illustrative and not limiting of any preceding words.

7.21.8 Language. These GTC are made in English and in Chinese languages, In case of any discrepancies, Chinese shall prevail.

7.21.7 包括 通过“包括”或“具体而言”或任何同源表述引出的任何语句应理解为阐述但不受限于该等描述。

7.21.8 语言 本通用条款以中英文书写。如果有差异，以中文为准。