



General Sales Conditions 销售通用条款

§ 1 Preamble and General Provisions

前言和总则

1. Conditions of the Buyer, changes or additions to these General Conditions, guarantees, warranties and agreements shall bind the Seller only to the extent that they are confirmed in writing by the Seller in the contract documents pertaining to the respective sale (the "Contract").

关于买方条件，以及对本通用条款中有关担保及保证方面的变更或补充协议，只有在卖方以书面形式对该销售合同（“合同”）文件确认后 方可约束卖方。

2. The agreed trade terms shall be construed according to the ICC INCOTERMS valid at the date of formation of the Contract.

双方约定的贸易术语，应按合同成立时国际商会贸易术语解释通则最新有效版本进行解释。

§ 2 Product Information, Drawings and Descriptions

产品信息，图纸和描述

Data contained in catalogues and price lists as well as all documents pertaining to Seller's offer such as, but not limited to, drawings, descriptions, weights and measurements are given for approximate guidance only. They shall only be binding to the extent expressly provided for in the Contract. Any drawings or technical documents related to the Goods or their fabrication submitted by either party to the other prior or subsequent to the formation of the Contract shall remain the exclusive property of the submitting party. These drawings, technical documents or other technical information shall neither be used without the prior written consent of the submitting party, except for erection, operation, or maintenance of the Goods, nor be copied, reproduced, transmitted or communicated to any third party without the submitting party's prior written approval. It is hereby understood that the above confidentiality restrictions shall not apply to information, document and data which:

目录和价格清单，以及所有卖方报价所附的文件（包括但不限于图纸，描述，重量和尺寸）中所包含的数据仅作参考。这些数据仅在合同中明确约定后才有约束力。由一方事先或在合同成立之后提交给另一方的任何有关货物或建造的图纸或技术文件应视为提交方的自有财产。如未取得提交方事先书面同意，这些图纸、技术文件或其他技术信息不得用于除货物的安装、运行或维护之外的任何用途；亦不得在未经提交方事先书面同意的情况下复制，复印，转载或向任何第三方披露。但双方理解并同意，上述保密限制不适用于以下信息、文件和数据：

(a) is now in or hereafter comes into the public domain without breach of this Section and through no fault of the receiving party, or

不违反本协议且接收方无过错，该等信息已在公共领域或在本协议签订后进入公共领域；

(b) is properly and lawfully known to the receiving party prior to disclosure hereunder, or

该等信息已在披露之前由接收方合理合法知晓；

(c) subsequent to disclosure hereunder, is lawfully received by the receiving party from a third party whose rights therein are without any restriction to disseminate the confidential information, or

根据本合同项下的披露之后，接收方从第三方合法取得且该第三方对该机密信息不承担保密义务；

(d) is developed by employees, agents, or consultants of the receiving party independently of and without reference to any confidential information of the disclosing party as shown by tangible evidence, or

有证据证明接收方的员工、代理或顾问在未使用该等机密信息的情形下独立开发；

(e) which the receiving party is lawfully required to disclose to a governmental or judicial body, provided that the receiving party shall promptly notify the disclosing party of such requirement, shall disclose only that portion of confidential information which, based upon the written opinion of legal counsel, is legally required to be disclosed, and shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

若接收方被政府或司法机构要求披露，接收方应尽快通知披露方，该披露方基于法律顾问书面建议应仅披露依法应予披露的那部分机密信息，且应尽合理努力以确保该些机密信息采取可靠的保密措施。

Confidentiality obligations set forth herein shall survive termination or expiration of the Contract for a period of 7 (seven) years thereafter.

本合同项下的保密义务不因该合同终止而终止，在合同终止或到期后七年内仍有效。

Confidential information shall not be disclosed by the Buyer to a Denied Party (as defined below).

§ 3 Scope of Supply

供货范围

The scope of supply of the Goods shall be as stated in the written confirmation of order by the Seller. If the Seller has submitted a written offer with a time limit and the Buyer has awarded the order within that time limit, the scope of supply shall be as stated in the offer.

卖方应在订单确认中书面陈述供货范围。如果卖方提交了附期限的书面报价并且买方在该期限内接受报价，则供货范围应以报价中确认中陈述为准。

§ 4 Price

and Payment

价格和付款

1. Except as otherwise provided in the Contract, the price basis shall be DDP if the Buyer is located in China; to the extent that the Buyer is located outside China, the price basis shall be CIF or CIP, at the Seller's option. Any taxes, duties, customs duties, or other charges arising outside Seller's country as well as value added tax, if applicable, shall be for the account of Buyer.

除合同中另有约定外，如买方在中国，价格的基础应为DDP价；如买方不在中国，价格基于CIF或者CIP，选择权在卖方。任何税收、税费、关税、或在卖方所在地以外的费用以及增值税应由买方承担（如果适用）。

2. Except as otherwise provided in the Contract, the price shall be paid to the Seller without any deduction as follows:

除合同中另有约定外，应按以下付款进度足额支付给卖方：

100% of Contract value as down payment on receipt of Seller's confirmation of order.

合同价格的100% 作为预付款，于收到卖方订单确认后支付。

3. The Buyer shall not be entitled to withhold or set off payments due to the Seller in respect of counterclaims disputed by the Seller.

卖方提出对诉的，买方不得以此扣押或抵消应付款项。

If the Buyer fails to pay by the due date, the Seller shall be entitled to claim liquidated damages for such late payment, to be calculated from the next day of the due date, at 0.05% per calendar day for the payment due.

In any case of late payment the Seller may, after having notified the Buyer in writing, suspend his performance of the Contract until he receives payment. If the Buyer has failed to pay the amount due within three months from the due date, the Seller shall be entitled to terminate the Contract by written notice to the Buyer and to claim compensation for the loss he has incurred. The compensation shall not exceed the agreed purchase price.

如果买方未能在到期日前付款的，卖方有权就该逾期付款收取迟付款违约金。迟付款违约金从应为付款期届满后第一天开始算起，费率为延迟一个自然日收取 0.05%。

在任何延迟付款的情况下，卖方可以在书面通知买方后，暂停履行合同义务直至收到款项。如果买方未能在到期日起三个月内支付款项，卖方应有权书面通知买方终止合同，并要求赔偿由此所招致的损失。补偿金额不得超过约定的合同价格。

4. All payments shall be made by T/T immediately after receipt of Seller's invoice.

本合同项下所有款项应在买方收到卖方发票后立即以电汇方式支付。

§ 5 Acceptance Tests

验收测试

1. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at Seller's place of manufacture during normal working hours. If the Contract does not specify

the technical requirements, the tests shall be carried out in accordance with general practice in Seller's branch of industry in the country of manufacture.

合同约定的验收测试，除双方另有约定外，应在卖方生产所在地正常工作时进行。如果合同没有约定技术要求，测试应按卖方着手该生产的分公司所在国行业通行惯例执行。

2. The Seller shall notify the Buyer of the acceptance tests in due time to permit the Buyer to be represented at the tests. If the Buyer is not represented, the test report will be sent to the Buyer and shall be deemed correct and approved by the Buyer.

卖方应及时通知买方验收测试以便买方能派人员到场参加测试。如果买方未派人参加，则测试结果报告将发送至买方，测试报告应视为正确有效并获买方批准。

3. If the acceptance tests show the Goods not to be in accordance with the Contract, the Seller shall without delay remedy any deficiencies in order to ensure that the Goods comply with the Contract. New tests shall then be carried out at the Buyer's request except in case the deficiency was insignificant.

如果验收测试显示货物没有达到合同约定，卖方应及时修正缺陷以便保证货物符合合同约定。除微小缺陷外，买方可要求重新进行测试。

4. The acceptance shall not constitute waiver of the guarantee provided in § 9.

验收不应构成§ 9中担保的弃权。

§ 6 Delivery

Time**交货时间**

1. The delivery time shall start as from the receipt by Seller of the agreed down payment in accordance with Section 4.2.

交付时间应从卖方收到4.2所述预付款之日起计算。

2. The agreed delivery time is met, if within that period the Goods have been delivered according to the agreed trade term or Seller has notified Buyer that the Goods are ready for shipment.

如果在约定的期间内，货物按规定的贸易术语已经发运或卖方通知货物已整装待运的，应视为符合合同约定的交付时间。

3. Should delay in delivery be caused by force majeure as per § 10.1, a reasonable extension of the delivery time shall be granted. The same shall apply, if delay in delivery is caused by force majeure occurring at Seller's sub-suppliers' works, or if the delay arises from a fault, omission or negligence on the account of the Buyer, or any of its nominees or delegates.

如因§10.1中所述的不可抗力引起的交延误的，则应准予合理延长交付时间。该条款同样适用于卖方子供应商工厂因不可抗力引起的延迟交付，以及因买方或其代理人 and 债权人的疏忽造成的延迟交付。

4. It is hereby expressly agreed that the Seller shall under no circumstances be liable for liquidated damages, unliquidated damages or any other loss or damage resulting from a delayed delivery of the Goods.

在此双方明确同意在任何情况下，卖方均不对因货物延迟交付所致的违约金、未约定损害赔偿或任何其他损失或损害承担责任。

5. If the Buyer fails to accept delivery on due date, he shall nevertheless make such payments as are conditional on delivery as if the Goods had been delivered. The Seller shall arrange for the storage of the Goods at the risk and cost of the Buyer. If the Goods are stored at the Seller's works, the fee for storage shall be at least 0,5 % of the purchase price for each month of storage or any part thereof.

如果买方在约定时间内未能接收货物，买方应按约定的交付款项支付且视为货物已交付。卖方应安排货物存放，由买方承担风险和成本。如果货物存储在卖方工厂，仓储费用应按每月（或不足一个月的任何期间）至少为货物购买价格的 0.5% 计算。

§ 7 Passing of Risk and Taking Over

风险转移和接管

1. Except as otherwise provided in the Contract, the trade term shall be as follows: DDP if the place of delivery is located in China; and CIF or CIP to the extent that the place of delivery is located outside China.

除合同中另有约定外，应适用贸易条款分以下情况：

如送货地址在中国大陆，适用于DDP条款。

送货地址在中国大陆以外的地区，适用于CIF或CIP条款。

2. The risk for the Goods shall in any case pass at the latest on delivery according to the agreed trade term. This shall apply also in the event of partial shipments or in the event that the Seller has to perform additional services, such as payment of freight or further shipment and erection.

任何情况下，货物的风险转移应根据约定的贸易条款最迟在交付时完成，分批装运或卖方提供额外服务，例如支付运费或装运和安装也应同样适用。

3. If shipment is delayed due to circumstances attributable to the Buyer, the risk shall pass on the date on which the Goods are ready for shipment. The Seller shall arrange for such insurances at the cost of Buyer as requested by the Buyer.

如果因买方原因造成装运延误，则风险转移应在货物准备装运的日期。卖方应按买方要求安排保险，费用由买方承担。

4. Buyer shall take delivery of the Goods supplied, even if the same show minor deficiencies, without prejudice to his rights under § 9. Partial shipments shall be permitted.

如货物存在微小缺陷，在不影响第九条约定的买方权利的情况下，买方应接受货物。应允许分批装运。

§ 8 Reservation of Title

保留所有权

The Goods shall remain the property of the Seller until paid for in full to the extent that such retention of property is valid under the law of the area where the Goods are located. If retention of property is not valid under such law, the Seller reserves and may exercise any other rights related to the Goods as permitted by such law. The Buyer shall at the request of the Seller assist him in taking any measures necessary to protect the Seller's title to the Goods or any such other rights in the country concerned. In these cases the Buyer shall not grant any pledge or lien or other right or transfer title in the Goods to any third party. In the event that the Goods are seized by any third party, or a pledge or lien is granted by court order to such third party, Buyer shall notify the Seller thereof immediately in writing.

如果所有权保留在货物所在地的法律范围内是有效的，则货物全额付款前货物应仍为卖方财产。如果所有权保留在此类法律中无效，在法律允许范围内卖方保留并可行使与货物相关的任何其他权利。买方应在卖方的要求下，协助卖方采取必要措施保护卖方的货物的所有权或任何其他权利。在这种情况下，买方不得授予任何质押权或留置权或其他物品的权利或所有权转让给任何第三方。如果货物由任何第三方扣押，或质押权或留置权被法院授予该第三方，买方应立即书面通知卖方。

§ 9 Liability for Defects of the Goods

货物缺陷责任

The Seller shall be liable for defects of the Goods including but not limited to any failure to meet any guarantees or promises in respect of properties of the Goods or any errors or omissions in the Services, to the exclusion of any further claims notwithstanding, however, § 12 as follows:

卖方应对货物的缺陷承担责任，包括但不限于：货物未能符合任何关于其性能或特性的保证或承诺，或服务中的任何错误或遗漏。但除此之外的任何进一步索赔均被排除，惟第12条另有约定的除外：

1. The Seller shall remedy any defect of the Goods resulting from faulty design, services, materials or workmanship at his reasonable option by replacement or repair of the defective parts or correcting or completing the Services, as applicable. Seller's liability shall be limited to defects which appear within twelve (12) months of putting the Goods into operation, or eighteen (18) months after delivery, whichever expires first; always provided however that spare parts' warranty period shall be limited to six (6) months after first commercial use, without exceeding twelve (12) months after delivery. The Buyer shall notify the Seller immediately of any defect which appears.

卖方应对因设计、服务、材料或工艺不当而产生的任何货物缺陷承担修复责任，并可在其合理选择下，通过更换或修理有缺陷的部件，或对服务进行修正或补充来进行处理（视具体情况而定）。卖方的责任仅限于以下期限内出现的缺陷：自货物投入运行之日起12个月内，或自交付之日起18个月内，以先到期者为准。但备件保修期应仅限于自首次商业使用之日起6个月，且最长不超过自交付之日起12个月。买方应在任何缺陷出现时立即通知卖方。

2. The Seller shall not be liable for normal wear and tear or for defects or damages caused by circumstances out of Seller's control such as but not limited to: faulty or negligent erection, start-up, operation, treatment, maintenance, civil works, or chemical, electrochemical or electrical influences, except if due to Seller's fault, materials supplied by the Buyer or designs provided or requested by the Buyer, deviations from the conditions for location or operation stipulated in the Contract or to be reasonably expected.

如果非卖方控制范围内的原因造成的设备正常磨损或缺陷，不应由卖方承担。例如但不限于：安装错误或失误、开车、操作、处理、维护、土建工程、或化学电化学或电气影响、由买方提供的材料或由买方要求或提供的设计、合同中约定的或合理预期中的位置或运行条件的偏

离，由于卖方的过错导致的除外。

3. The Buyer shall grant to the Seller the necessary time and opportunity to effect any repairs or replacement. The Buyer shall only be entitled to remedy any defects at the Seller's cost in cases of imminent danger seriously affecting the operational safety or to avoid excessive damages, in which cases the Seller must be notified immediately and provided with an opportunity to remedy the defect by its own means, or in the event that the Seller has failed to remedy a defect within a reasonable period notified in writing by the Buyer to the Seller.

买方应给予卖方必要的时间和机会进行任何修理或更换。只有在以下情况下，买方才有义务由卖方承担费用自行修复缺陷：存在严重影响运行安全的紧急危险，或为避免造成过度损失时；在这种情况下，必须立即通知卖方，并给予卖方机会自行采取措施纠正该缺陷；或者在买方以书面形式通知卖方并给予合理期限后，卖方未能在该合理期限内修复缺陷的情况下。

4. To the extent that the notification of defect is justified, the Seller shall bear all direct costs necessary for the repair or replacement of the Goods, including delivery according to the agreed trade term, and, to the extent this can reasonably be expected from the Seller, the reasonable cost of providing his specialists. All other costs shall be borne by the Buyer, such as but not limited to costs for dismantling and reassembling of equipment other than the Goods, if this is necessary to remedy the defect, as well as cranes and tackles, if necessary, transport and travel cost between the place of delivery and the location of the Goods.

当确认缺陷通知后，卖方应承担维修或更换货物所需的必要直接成本，包括按照约定的交易条款交付货物，以及在卖方合理范围内提供其专业人员的合理费用。其他一切费用由买方承担，例如但不限于拆卸和重新组装设备（非货物）的成本，为弥补该缺陷所必要的起重机和装备，以及往返于交货地点和货物所在地的交通工具费用和差旅费用（如果有必要）。

5. The Seller shall be liable for any defects in the repair or replacement in the same manner as for the Goods. This liability shall be limited to 12 months from completion of the repair or replacement but shall not exceed an aggregate period of 30 months after passing of risk of the Goods.

卖方应承担以相同的方式修理或更换货物任何缺陷的责任。此责任期限限于维修或替换完毕后12个月，累计不超过货物风险转移后的30个月。

§ 10 Patent Indemnity

专利保证

In the event that the Goods or any part thereof when properly used by the Buyer are subject to intellectual property rights of a third party, the Seller shall at its option either make available to the Buyer the rights in question, or modify the Goods at its own cost so as to make it not infringing, or defend the Buyer from such suit or action against the Buyer for infringement of third party intellectual property rights, always provided, however, that

买方使用的货物或部分货物受到第三方知识产权约束的，卖方应选择向买方提供该等权利，或在自费修订供货范围从而使其不再侵权，或为买方就侵犯第三方知识产权而提起的诉讼或法律行动进行辩护，但前提是：

- the Buyer shall have given to the Seller prompt and timely notice of any such alleged infringement, suit or action;

买方应就任何此类涉嫌的侵权行为、诉讼或法律程序向卖方及时发出通知；

- the Buyer provides reasonable support to the Seller in defending against such suit or action, or makes the Goods available for modification, respectively;

买方向卖方提供合理的支持，以对抗此类诉讼或法律行动，或逐一修改货物使其不再侵权；

- the Buyer does not admit the alleged infringement, settle or compromise any such suit or action without Seller's prior written consent and that the defense shall be under the direction of the Seller;

未经卖方事先书面同意，买方不得承认所指控的侵权行为，不得就任何此类诉讼或法律行动进行和解或妥协，且应在卖方指导下进行抗辩；

- the infringement is not due to an instruction of the Buyer;

非在买方指示下而致使侵权；

- the alleged infringement is not due to any unauthorized modification, expansion, or use of the Goods.

所谓侵权不是因对货物未经授权的修改，扩增或使用引起。

§ 11 Force

Majeure不可抗力

1. Neither party shall be liable to the other party for its failure or delay in performing its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance not under the party's reasonable control and occurring after formation of the Contract, or, if occurred prior to the formation of the Contract, to the extent its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract, such as, but not limited to: Industrial disputes and any other

circumstance beyond the control of the parties such as fire, storm, earthquake, flood, accidents, shipwreck, war (whether declared or not), military mobilization, insurrection, acts of terrorism, kidnapping and other criminal assaults against Seller's personnel, transport accidents, requisition, seizure, embargo, government action, restrictions in the use of power, casting rejects, serious diseases, epidemics and pandemics and defects or delays in deliveries by sub-suppliers or subcontractors caused by any such circumstances referred to in this clause.

任何一方未能履行或延迟履行合同是因合同签订后（如果发生在合同成立之前，其对合同履行的影响不能在合同成立之时所预见）受阻或超出合理控制范围内的情况导致的，都不向另一方承担违约责任。例如但不限于：劳资纠纷和其他任何超出当事人控制的情况，例如火灾，风暴，地震，水灾，事故，海难，战争（不论宣战与否），军事动员，暴动，恐怖活动，绑架和对卖方人员等违法犯罪袭击，运输事故，征用，没收，禁运，政府行为，权利范围，选派排斥，严重疾病，传染病和流行病。子供应商或分包商由此类情况造成交付缺陷或延误的，可参考本条款。

2. The party claiming to be affected by force majeure shall without undue delay notify the other party in writing of the occurrence and on the termination of such circumstance. If force majeure prevents or delays the fulfilment of Buyer's obligations, he shall compensate the Seller for expenses incurred in securing and protecting the Goods as well as for interest on delayed payments.

受到不可抗力影响的一方应及时书面通知另一方有关此类事件的发生及终止情况。如果因不可抗力阻止了或延误了买方履行义务，买方应补偿卖方为保护货物所招致的费用以及延误付款的利息。

3. Either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under this clause for more than six months.

如果在本条款下合同的履行中止超过六个月，则任何一方有权以书面形式通知另一方终止本合同。

§ 12 Cancellation by the Buyer and Other Liability of the Seller, Limitation of Liability

买方取消，卖方其他责任，责任限制

1. If the delay in delivery of the Seller exceeds twenty (20) calendar weeks from the mutually agreed delivery date, and if the Goods are not yet delivered, the Buyer may notify the Seller stating a reasonable period with the express statement that he will refuse to take delivery after the expiry of the said period. If the Seller fails to meet such period due to his fault, the Buyer may cancel the Contract.

如果卖方交货延迟超过双方约定交货日二十周，且货物尚未交付，买方可通知卖方在规定一个合理的时期，并明确声明他将拒绝在该期限届满后提货。如果因卖方的原因未在这个期限交货，买方可以取消合同。

2. If the Seller fails to remedy any defect of the Goods for which he is liable within a reasonable period stated in a written notification of the Buyer to that effect, or if it is obviously impossible to remedy the defect, the Buyer shall be entitled to a reasonable reduction of the purchase price, being decided by the Seller.

如果卖方未能在买方书面规定的合理期限内纠正其应承担责任的货物缺陷，或者该缺陷明显不可弥补，买方有权要求合理降低采购价格，卖方有最终决定权。

3. Buyer's right to cancel the Contract shall be limited to the defective or delayed part of the Goods except if partial acceptance of the Goods cannot reasonably be expected from the Buyer.

除非不能合理预期买方接受部分货物，否则买方撤销合同的权利应限于货物损坏或延迟部分。

4. THE REMEDIES OF BUYER AS SET FORTH HEREIN AND IN THE CONTRACT ARE EXCLUSIVE. THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS OR GUARANTEES BY SELLER OTHER THAN THOSE SET FORTH IN THE CONTRACT, AND NO WARRANTIES OR GUARANTEES BY SELLER (OTHER THAN WARRANTY OF TITLE) SHALL BE IMPLIED OR SHALL ARISE OR BE CREATED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SELLER'S TOTAL AND AGGREGATE LIABILITY ARISING UNDER, OUT OF, OR IN CONNECTION WITH THE CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED TEN (10) PER CENT OF THE CONTRACT PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER, WHETHER BY REASON OF ANY BREACH OF THE CONTRACT OR OF STATUTORY DUTY OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR STRICT LIABILITY FOR LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF USE, LOSS OF CONTRACTS OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY DESCRIPTION.

买方在此及合同中约定的救济措施是唯一的。除合同中约定的保证、陈述或担保外，卖方不作任何其他明示保证、陈述或担保，且卖方（所有权保证除外）不得默示作出任何其他保证或担保，亦不得因法律或其他原因而产生或创设任何其他保证或担保，包括但不限于任何适销性保证或针对任何特定用途的适用性保证。 卖方在该合同项下、由该合同所起，跟该合同有关的所有累计责任在任何情况下都不超过合同总额的10%。在任何情况下，卖方对买方的任何的生产损失、利润损失、使用损失、合同损失及其它财务或经济损失等间接的、附带的、特殊的、惩罚性的损失不承担责任。 不论这些损失是否由于卖方违反合同或法定义务或侵权（包括但不限于疏忽）导致。

5. To the extent that the Buyer serves the Seller with a written notice for cancellation of the Contract for its convenience, the Seller shall promptly cease all further works being related to the Contract.

As a consequence for such cancellation, the Seller shall be entitled to claim for cancellation costs, which shall include, but not be limited, to the following costs:

- i. Incurred costs for engineering, manpower, workmanship and raw materials up to the date of the cancellation notice;
- ii. Incurred costs for amending or terminating existing bank commitments related to the Contract;
- iii. Termination costs claimed by the Seller's contractors and suppliers;
- iv. Waste disposal costs, provided that the Goods (or parts thereof) cannot be re-used by the Seller;
- v. Reasonable overheads and profits.

The above cancellation costs shall be assessed by the Seller, acting reasonably.

Unless agreed otherwise by the Seller in writing, the Seller shall retain title to and risks of the Goods.

买方出于自身便利书面通知卖方终止合同的情况下，卖方应迅速取消合同相关的所有工作内容。

买方出于自身便利终止或取消合同的，卖方有权追索取消费用，包括但不限于：

- i. 截至取消通知日期前已产生的工程设计费用、人力费用、工艺及原材料费用；
- ii. 修改或取消本合同相关的银行保函等承诺所造成的费用；
- iii. 卖方的分包商和供应商向卖方索取的取消费用；
- iv. 如证实合同货物或部分合同货物无法被卖方重新利用，产生的废料处理费用；
- v. 合理的开支和利润。卖方负责合理评估上述费用。

除卖方另外书面同意，卖方享有对合同货物的所有权并承担其风险。

§ 13 Venue, Arbitration, Applicable Law

地点，仲裁，适用法律

1. All disputes arising between the parties out of or in connection with the present Contract which cannot be settled amicably within a reasonable time period, shall (i) if the Buyer is located within China be submitted to China International Economic and Trade Arbitration Commission in Beijing, China for arbitration under the Commission's arbitration rules; and (ii) if the Buyer is located outside China be submitted to the Singapore International Arbitration Centre (SIAC) under the SIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The Arbitration shall be held (i) if the Buyer is located within China in Beijing, in the English language and (ii) if the Buyer is located outside China in Singapore, in the English language. The arbitrators' decision shall be final and binding on both parties.

双方应友好协商解决本合同争议。如在合理时间内协商不成，如果买方在中国，应提请中国国际经济贸易仲裁委员会按其仲裁规则仲裁解决，仲裁地点在北京，仲裁语言为英文；如买方在中国以外，应提请新加坡国际仲裁中心（SIAC）按其仲裁规则仲裁解决，仲裁语言为英文。仲裁裁决是终局性的，对双方均有约束力。

2. The Contract shall be governed by and construed (i) if the Buyer is located within China in accordance with Chinese law; and (ii) if the buyer is located outside China in accordance with the laws of Singapore, excluding under both hypothesis the 1980 United Nations Convention on Contracts for the International Sale of Goods.

该合同如果买方在中国，根据中国法律规定解释并受约束；如果买方在中国以外，根据新加坡法律规定解释并受其约束，适用于1980年联合国对国际间货物买卖合同的统一法规的除外。

§ 14 Voidness in Part – Controlling language

部分无效与支配语言

Should any provision in these Conditions or in the Contract prove to be void, ineffective or inoperable, the validity of the remaining provisions shall not be affected. The Buyer and the Seller shall be obliged, however, in such a case to replace the respective provision by a valid

and operable provision which meets as closely as possible the purpose of the original provision.

如本合同的任何约定无效，则该等无效条款不得影响本合同其余部分的效力。在这种情况下，合同双方应进行相应的调整，使用有效的条款来替换任何无效的条款，该等替换条款应符合合同的最初目的。

The Contract is drafted in both the English and the Chinese language; in case of discrepancies or conflicts between both versions, the English version shall prevail.

本合同由中英文两种语言写成，若差异，以英文版为准。

§ 15 Assignment

转让

Neither party may assign the Contract or delegate its rights and obligations under the Contract without the prior written consent of the other party, except that a party may make such assignment or delegation to an "Affiliated Company" of that party, provided that the Seller may assign its payment entitlements without any restrictions. For the purpose of this Section, an "Affiliated Company" shall be defined as any company or legal entity that controls or is controlled by or under common control with the party in question. "Control" means either (i) the direct or indirect ownership of more than fifty (50) per cent of the voting rights in a company or other legal entity, or (ii) the right to appoint or remove a majority of the party's board of directors, supervisory board, or any other body in charge of supervising the management of the party.

在未得到另一方书面同意之前，任何一方都不得转让合同或授权该协议项下权利和义务，除非某一方转让或授权给此一方的“关联公司”，条件是卖方有权无限制转移其合同款项方面的权利。基于此协议的宗旨，所谓“关联公司”是指，就本合同一方而言，控制该合同一方，或受其控制，或跟其受到共同控制的任何其它公司或法人实体。所谓“控制”是指(i)直接或间接拥有此公司或法人实体的多于50%的投票权；(ii)负责监管此一方的管理层，且拥有权力指派或解除此一方的大多数董事会成员、监事会成员或其他组织成员。

§ 16 Merger

汇总

The Contract contains the entire understanding and agreement between Seller and Buyer with respect to the subject matter of the Contract. All prior understandings, agreements, correspondence and discussions of the parties are superseded and merged into the Contract. 该合同涵盖了合同双方就此合同相关的所有理解和协议。双方都充分了解和同意合同的条款细则。双方之前的理解、约定、邮件往来和讨论均告失效，以此合同为准。

§ 17 Amendments

修改

No amendment, notification or alteration shall be effective unless made in writing and signed by duly authorized representatives of the parties.

任何修改、告知或变更都需要通过双方正式授权代表以书面形式并签字后才有效。

§ 18 Compliance with applicable laws and regulations / Denied Party & Embargo

合规

1. Seller and Buyer hereby agree to abide by any and all national, federal, provincial and local laws, regulations, directives and other applicable obligations, as well as any other laws and regulations directly or indirectly related to fair trade practices, embargoes, antitrust, importation and exportation control and other sanctions issued by any competent authority (collectively, and including any future amendments, the "RULES").

买方和卖方同意遵守所有国家的、联邦的、省份的和地方的法律、法规、命令和其他适用的义务，同时也遵守所有其他与公平贸易操作、停止商运、反垄断、进出口控制和任何主管当局发布的其他制裁措施直接或间接有关的法律和法规（统称为“规章”，包括今后任何修改）。

2. The Buyer hereby agrees to indemnify, defend, and hold Seller harmless from any losses, damages, expenses, costs (including attorneys' fees) arising out of or in connection with any breach by Buyer of the RULES. If Buyer breaches any of the RULES, Seller reserves the right to terminate the Contract without further liability on the part of the Seller.

买方同意保证使卖方免于承担由于违反规章所导致的或与其相关的任何的损失、赔偿、开支和花费（包括律师费），买方应赔偿卖方并为其辩护，使其免受损害。如果买方违反了任何

规章，卖方保留终止合同的权力，且不需承担任何进一步责任。

3. For the purpose of this clause, the following definitions shall apply:

3. 为了本条款的目的，应适用以下定义：

- i. "Embargo" shall mean any law or regulation that directly or indirectly prohibits certain activity, export, re-export and/ or direct and indirect transactions or dealings with certain persons or entities.
- i. "禁运"是指直接或间接禁止某些活动、出口、再出口和/或直接和间接交易或与某些人或实体交易的任何法律或条例。
- ii. "Denied Party" shall mean a party, to whom Seller (i) cannot sell to, (ii) cannot directly or indirectly provide an economic resource to, and/or (iii) cannot otherwise deal with according to Embargo. A party, who controls, is controlled by or is under common control with a Denied Party according to the aforementioned definition, shall itself also be considered as a Denied Party. An entity is deemed to control another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority, or to otherwise direct the affairs or management of the other entity.
- ii. "被制裁方"是指卖方(i)不能向其出售，(ii)不能直接或间接向其提供经济资源，和/(iii)根据禁运规定不能与之进行交易的一方。根据上述定义，控制被制裁方、受被制裁方控制或与之共同控制的一方，其本身也应被视为被制裁方。如果一个实体直接或间接拥有足够的投票权，以选举大多数董事或管理当局，或以其他方式指导其他实体的事务或管理，则被视为控制另一个实体。

A. Denied Party Status

被制裁的缔约方地位

The Buyer warrants and represents that, at the time of effectiveness of this Contract with the Seller, Buyer itself is not a Denied Party.

买方保证并声明，在与卖方签订的本合同生效时，买方本身不是被制裁方。

The Buyer shall notify the Seller in writing without delay whenever the Buyer becomes a Denied Party. Further the Buyer warrants and represents that it will not cause Seller to directly or indirectly deal with a Denied Party at any time.

当买方成为被制裁方时，买方应毫不迟疑地书面通知卖方。此外，买方保证并表示，它不会在任何时候使卖方直接或间接地与被制裁方进行交易。

B. Embargo

禁运

B.1 The Seller may suspend performance of any or all portion(s) of this Contract with immediate effect at any time by notice in writing to the Buyer:

B.1 卖方可在任何时候以书面形式通知买方，暂停履行本合同的任何或所有部分，并立即生效。

B.1.1 if Buyer becomes a Denied Party; and/or

B.1.2 if an Embargo, directly or indirectly affecting the performance of the Contract by the Seller, is imposed or re-imposed; and/or

B.1.3 if the relevant authorities in connection with an Embargo do not grant necessary permits or approvals for export of any deliverables under the Contract, prohibit further performance of any or all portion(s) of this Contract and/or otherwise affect the performance of the Contract by the Seller.

B.1.1 如果买方成为被制裁方；和/或

B.1.2 如果直接或间接影响卖方履行合同的禁运被实施或重新实施；和/或

B.1.3 如果与禁运有关的有关当局不为合同项下的任何交付物的出口提供必要的许可或批准，禁止进一步履行本合同的任何或所有部分，和/或以其他方式影响卖方对合同的履行。

B.2 In the event of suspension pursuant to Article B.1, Buyer shall (i) reimburse to Seller any and all cost in connection with the suspension, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, etc. and (ii) agree to a reasonable change order including extension of time. Furthermore, the Seller shall be entitled to overhead and reasonable profit on such cost.

- B.2 如果根据B.1条的约定发生暂停，买方应(i)向卖方偿还与暂停有关的任何和所有费用，例如，不限于已经完成的工作、储存、拆除和复迁费用、分包合同的暂停或取消费用、采购成本的增加等，以及(ii)同意合理的变更单，包括延长时间。此外，卖方应有权获得此类费用的管理费和合理利润。
- B.3 Without prejudice to Seller's rights pursuant to Article B.1 and B.2 and to the extent permitted by Embargo and/or other laws, Seller and Buyer may mutually evaluate, if a continuation of the Contract in a different setup is possible. In such case, Buyer will agree to Seller's reasonable change order proposal including extension of time and additional cost.
- B.3 在不影响卖方根据B.1和B.2条享有的权利的情况下，在禁运和/或其他法律允许范围内，卖方和买方可以相互评估，是否有可能以不同的设置继续执行合同。在这种情况下，买方将同意卖方合理的变更单建议，包括延长时间和增加费用。
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